



City of Cartersville

P.O Box 1390 – 10 Public Square – Cartersville, Georgia 30120
Telephone: 770-387-5616 – Fax 770-386-5841 – www.cityofcartersville.org

COUNCILPERSONS:

Matt Santini – Mayor
Dianne Tate – Mayor Pro Tem
Kari Hodge
Lindsey McDaniel, Jr.
Lori Pruitt
Jayce Stepp
Louis Tonsmeire, Sr.

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 1/3/2013
Work Session – 6:00 PM

CITY MANAGER:

Sam Grove

CITY ATTORNEY:

David Archer

CITY CLERK:

Connie Keeling

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda**A. Council Meeting Minutes**

1. December 20, 2012 (Page 3-18)

[Attachments](#)

B. Public Hearing - 2nd Reading of Zoning/Annexation Requests

1. File #ZMA12-01: Zoning Map Amendment application by City of Cartersville to re-adopt the Official Zoning Map of the City of Cartersville. (Page 19)

[Attachments](#)

2. File #T12-03: Text Amendment application by City of Cartersville to amend various sections of the Zoning Ordinance. (Page 20-28)

[Attachments](#)

C. Resolutions

1. Annual Update of Capital Improvements Element (CIE) in accordance with the Impact Fee Requirements (Page 29-50)

[Attachments](#)

2. Electric Cities of Georgia (Page 51-95)

[Attachments](#)

3. Tax Anticipation Note (Page 96-99)

[Attachments](#)

D. Contracts/Agreements

1. Addendum to Montessori School Rental Agreement (Page 100-101)

[Attachments](#)

E. Bid Award/Purchases

1. Copy Machines (Page 102-106)

[Attachments](#)

2. Parking Lot Lighting (Page 107-108)

[Attachments](#)

3. Dellinger Park Pool Improvements (Page 109-137)

[Attachments](#)



City of Cartersville

City Council Meeting
1/3/2013 7:00:00 PM
December 20, 2012

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 December 20, 2012
 6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tate

Pledge of Allegiance led by Council Member Pruitt

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Jayce Stepp, Council Member Ward Two; Louis Tonsmeire, Sr., Council Member Ward Three; Lindsey McDaniel Council Member Ward Four; Dianne Tate, Council Member Ward Five; Lori Pruitt, Council Member Ward Six; Sam Grove, City Manager; Connie Keeling, City Clerk and David Archer, City Attorney. Kari Hodge, Council Member Ward One was absent.

II. Regular Agenda

A. Council Meeting Minutes

1. December 6, 2012

A motion to approve the December 6, 2012 City Council Meeting minutes as presented was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

B. First Reading of Ordinances

1. Amendment to Development Regulations Ordinance – Emergency Reading

Dan Porta, Assistant City Manager stated that the refuse dumpster detail in Article III of the Development Regulations needed to be revised because the old drawing did not allow enough room to place the dumpster inside the enclosure or allow the commercial truck to access it and empty the container. Mr. Porta requested approval on an emergency basis so that any new development project plans submitted would be required to conform to the new regulations.

A motion to approve Ordinance No. 71-12 on an emergency basis was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 71-12

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia is hereby amended by making the following amendments to CHAPTER 7.5 DEVELOPMENT REGULATIONS. ARTICLE III. GENERAL DESIGN REGULATIONS. Section 7.5-70 Standard Details is hereby amended by deleting “Standard Details 3.8.26(a) Dumpster Enclosure Single, 3.8.26(b) Dumpster Enclosure Double, and 3.8.26(c) Dumpster Enclosure Rates” in their entirety and replacing them with the following.

1.

See Exhibit “A” which is attached hereto and incorporated herein as follows:

2.

To be in place by the first of the year so all applications are treated equally, it is necessary that said ordinance be deemed emergency in nature and adopted with one reading.

3.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia

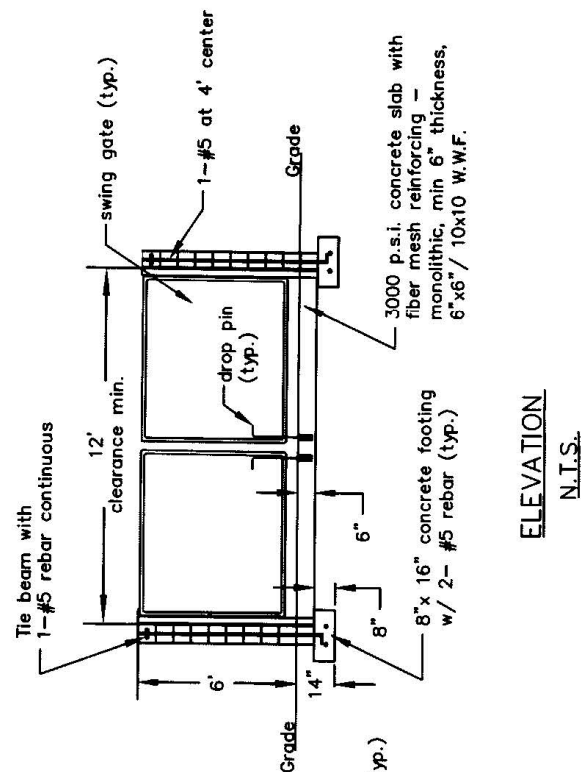
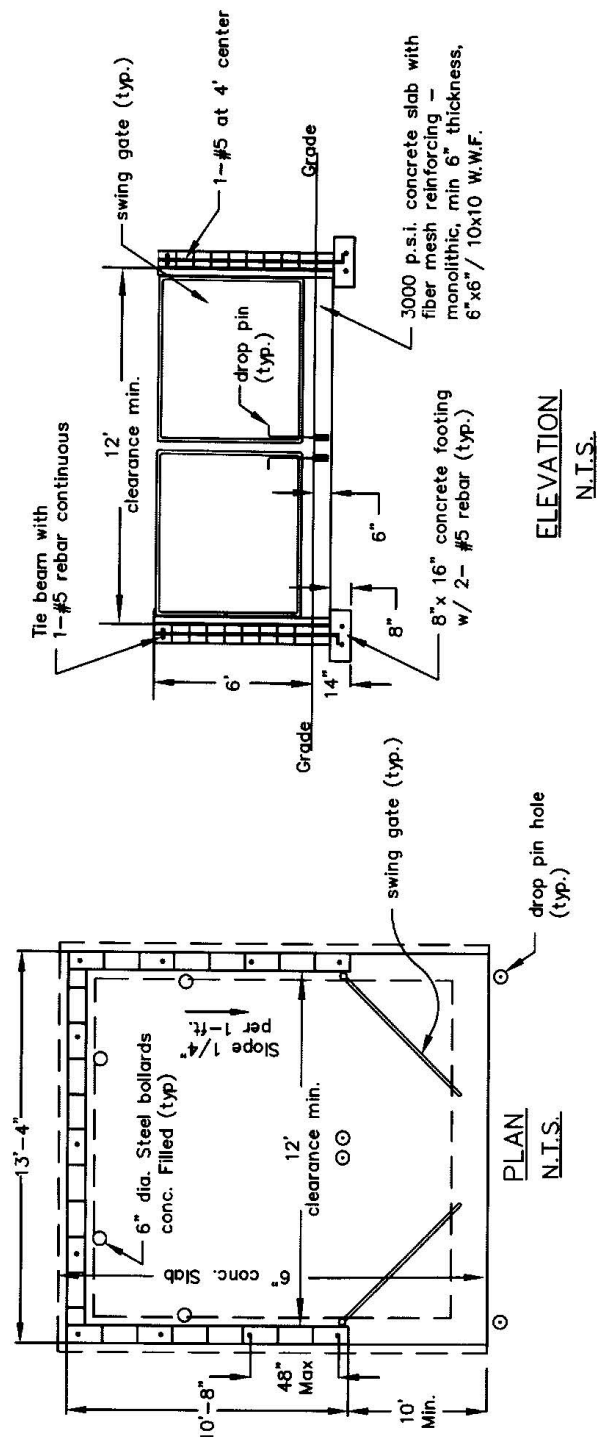
BE IT AND IT IS HEREBY ORDAINED

ADOPTED this the 20th day of December 2012. Emergency Reading.

**/s/ Matthew J. Santini
Matthew J. Santini
Mayor**

ATTEST:

**/s/ Connie Keeling
Connie Keeling
City Clerk**



CITY OF CANTERSVILLE PUBLIC WORKS		DATE	DESCRIPTION	APP.
		DATE 12/12	DUMPSTER ENCLOSURE	
		DRAWN BY	SINGLE	1.8.26g

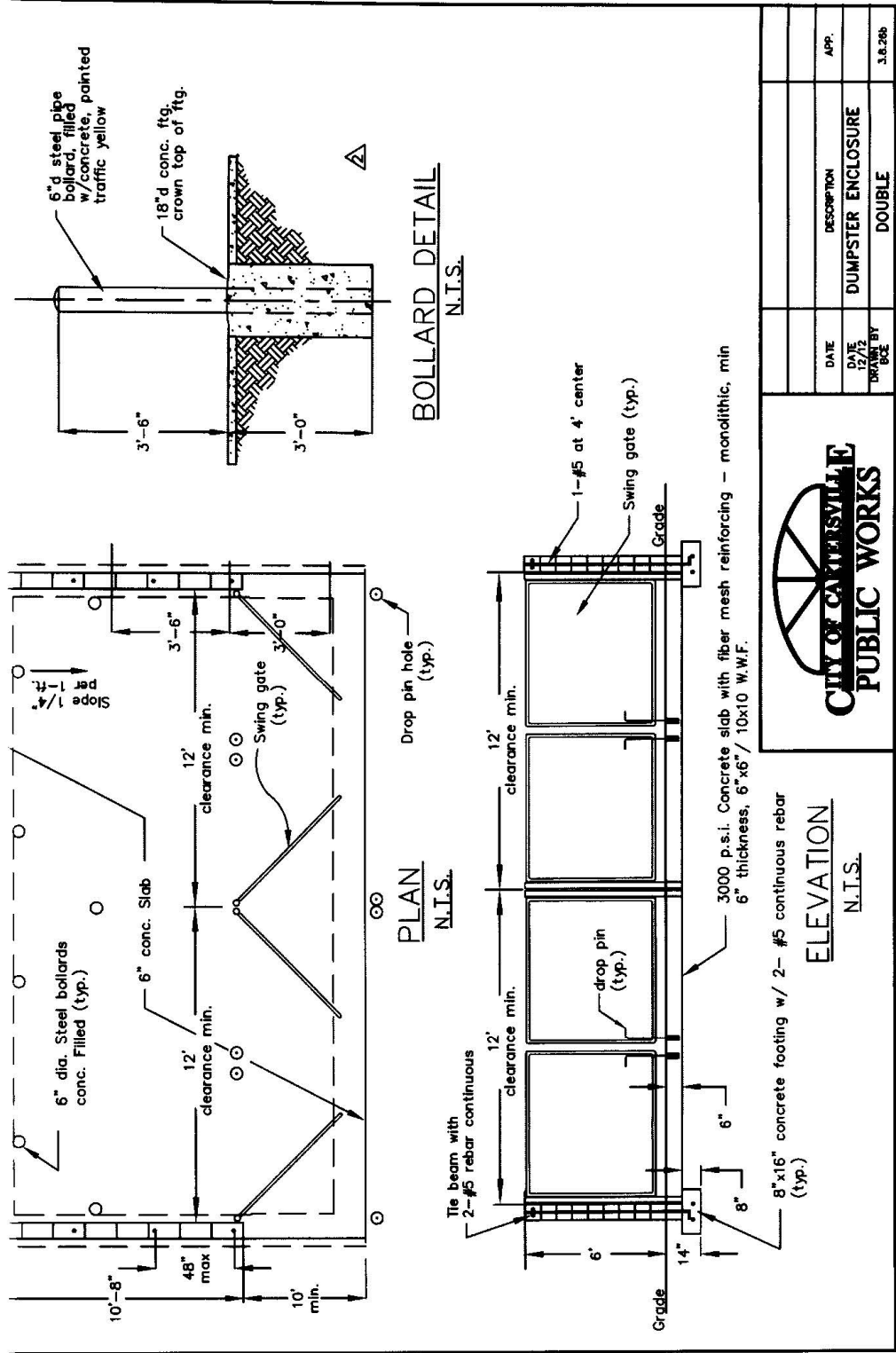


EXHIBIT A PAGE 2 OF 3

C. Public Hearing – 1st Reading of Zoning/Annexation Requests

- 1.) WALLS
- a.) New construction: maximum 6'-0" high and constructed of concrete block (8"x8"x16"). Materials used shall be consistent with those used in the construction of and architectural style of the principal building.
- b.) Existing: maximum 6'-0" high replacement materials can be made of the same materials as long as they are made of approved opaque material.
- 2.) FOOTINGS
- 8"x16" concrete w/2- #5 continuous rebar imbedded.
- 3.) CONCRETE SLAB
- Monolithic, min. 6" thickness w/imbedded 6"x6" / 10x10 welded wire fabric (W.W.F.), 3000 P.S.I. with fiber mesh reinforcing.
- 4.) CONCRETE FILLED CELLS
- With 1-#5 vertical rebar tied to footer steel at each corner and every 4' O.C.
- 5.) GATES
- Constructed of min. 1-1/2" diameter galvanized tubular steel w/privacy-type slats inserted in galvanized steel mesh fabric, hinge-mounted on min. 3" diameter galvanized steel post. (Gates and post constructed and installed per applicable building code by licensed fence contractor).
- 6.) DROP PIN
- 1/2" dia. 18" long metal rod gate latch. Provide 3/4" dia. hole 6" into concrete for rods. In asphalt provide a 3/4" P.V.C. sleeve, 6" long, or equal.
- 7.) SOIL
- Soil bearing capacity to be at least 2,500 P.S.F.
- 8.) BOLLARD
- 3'-6" high, 6" diameter steel pipe bollard filled with concrete, painted traffic yellow, imbedded 3'-0" deep in 18" concrete foundation. (See Detail)

Materials, construction and quantity control of masonry shall be in accordance with Uniform Building Code (UBC), Chapter 24. General conditions and construction requirements shall be applied as specified in UBC, Section 2404 (f), during grouted masonry work.

1. All reinforcing steel shall be deformed bars conforming to ASTM A-615, Grade 60. Vertical reinforcement shall be placed in the center of the masonry cell, and shall be held in position at the top and bottom.
2. If a slab dowel does not line-up with a vertical core, it shall not be sloped more than one horizontal in six verticals (1:6).
3. Horizontal wall reinforcement shall be standard truss type DUR-O-WALL (or equivalent) at 16" o.c..
4. Hollow Load-bearing Concrete Masonry Units shall be normal weight conforming to ASTM C-90, with a minimum compressive strength of 1,900 PSI.
5. Mortar shall be type M or S, in accordance with ASTM C-270. Place all masonry in running bond with 3/8" mortar joints. Provide complete coverage face shell mortar bedding, horizontal and vertical.
6. Coarse grout shall conform to ASTM C-476, with a maximum aggregate size of 3/8", 8" to 10" slump, and a minimum compressive strength of 2,500 PSI at 28 days.
7. Minimum 3" X 3" clean-out holes (saw-cut) are required at the bottom course of all cells to verify grout placement. Clean-outs shall be sealed after masonry inspection—provided in accordance with ACI 531-4.6, and before grouting.
8. Prior to grouting, the grout space shall be clean, with no mortar projections greater than 1/8", mortar droppings or other foreign material. All cells shall be in vertical alignment, and shall solidly be filled with coarse grout as specified.
9. During placing, grout shall be consolidated with flexible cable vibrator. First grout pour shall be stopped a minimum of 1 - 1/2" below the top of the middle bond beam masonry.

		DATE	DESCRIPTION	APP.
		DATE 12/12	DUMPSTER ENCLOSURE	
		DRAWN BY	NOTES	3.8.26c

EXHIBIT A PAGE 3
3 OF 3

1. File ZMA12-01: Zoning Map Amendment application by City of Cartersville to re-adopt the Official Zoning Map of the City of Cartersville

Randy Mannino, Planning and Development Director, stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this is an application by the City of Cartersville to re-adopt the Official Zoning Map. This process will update the map to show changes in zoning for properties that have occurred since the map was last adopted in December 2011. Mr. Mannino recommended approval.

Mayor Santini opened the floor for a public hearing. With no comments Mayor Santini closed the public hearing

NO ACTION REQUIRED

2. File T12-03: Text Amendment application by the City of Cartersville to amend various sections of the Zoning Ordinance

Richard Osborne, City Planner stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Osborne requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Osborne stated that this is a proposal by City Staff for changes to sections of the Zoning Ordinance since the 2010 revision. Mr. Osborne stated that this is a housekeeping measure to clean up the ordinance and recommended approval.

Mayor Santini opened the floor for a public hearing. With no comments Mayor Santini closed the public hearing

NO ACTION REQUIRED

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 26 ZONING is hereby amended as follows:

1.

That Article II. Interpretations and Definitions, Section 2.2.18.R, is hereby amended by deleting the definition of *Recreational vehicle* in its entirety therein and replacing it with the following:

Recreational vehicle. Boat trailers and any type of portable structure without a permanent foundation, which can be towed, hauled or driven or designed for temporary living accommodations for recreational, camping, and travel use, including, but not limited to, travel trailers, truck campers (on or off the truck), camping trailers and self-propelled motor homes.

2.

That Article IV. General Provisions, Section 4.23.4, is hereby amended by deleting it in its entirety and replacing it with the following:

4. Intentionally omitted.

3.

That Article VI. Single-Family Dwelling District Regulations, Section 6.5.2.A, is hereby amended by adding the following uses to the list of permitted uses:

Nursing home facilities (SU).*
Retirement centers (SU).*

4.

That Article VI. Single-Family Dwelling District Regulations, Section 6.6.2.A, is hereby amended by adding the following uses to the list of permitted uses:

Nursing home facilities (SU).*
Retirement centers (SU).*

5.

That Article IX. Commercial District Regulations, Section 9.1.2.A, is hereby amended by deleting the use *Apartments and condominiums, above or behind commercial office uses in the same building (SU).** in its entirety from the permitted uses; and adding the following uses to the list of permitted uses:

Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).*
Hospices (SU).*
Nursing home facilities (SU).*
Retirement centers (SU).*

6.

That Article IX. Commercial District Regulations, Section 9.2.2.A, is hereby amended by deleting the use *Apartments and condominiums, above or behind commercial office uses in the same building (SU).* * in its entirety from the permitted uses; and adding the following uses to the list of permitted uses:

Apartments and condominiums, above, below, or behind commercial uses in the same building (SU).*
Hospices (SU).*

7.

That Article IX. Commercial District Regulations, Section 9.3.2.A, is hereby amended by deleting the use *Apartments and condominiums, above or behind commercial office uses in the same building (SU).* * in its entirety from the permitted uses; and adding the following uses to the list of permitted uses:

Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).*
Bed and breakfast inn (SU).*
Hospices (SU).*
Nursing home facilities (SU).*
Retirement centers (SU).*

8.

That Article IX. Commercial District Regulations, Section 9.3.3.T, is hereby deleted in its entirety and replaced with the following:

Maximum commercial building floor area, fifteen thousand (15,000) square feet.

9.

That Article IX. Commercial District Regulations, Section 9.4.2.A, is hereby amended by deleting the use *Apartments and condominiums, above or behind commercial office uses in the same building (SU).* * in its entirety from permitted uses; and adding the following uses to the list of permitted uses:

Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).*
Hospices (SU).*
Nursing home facilities (SU).*
Retirement centers (SU).*

10.

That Article IX. Commercial District Regulations, Section 9.5.2.A, is hereby amended by deleting the use *Apartments and condominiums, above or behind commercial office uses in the same building (SU)*. * in its entirety from permitted uses; and adding the following uses to the list of permitted uses:

Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).*

Automotive and truck sales or rental (properties fronting an arterial or major collector street only) (SU).*

11.

That Article IX. Commercial District Regulations, Section 9.6.2.A, is hereby amended by deleting the use *Apartments and condominiums, above or behind commercial office uses in the same building (SU)*. * in its entirety from permitted uses; and adding the following uses to the list of permitted uses:

Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).*

12.

That Article X. Industrial District Regulations, Section 10.1.1, is hereby amended by deleting it in its entirety and replacing it with the following:

Regulations in this section are the L-I district regulations. The L-I district is intended to provide locations and land areas for the development of industrial and business parks and uses which meet the needs of processing, manufacturing, fabricating, and warehousing, research, related office uses, and other uses as further described in section 3.1.20 of this chapter.

Light manufacturing establishments shall consist of any manufacturing establishment which does not use water in the manufacturing operation either for processing, cooling, or heating and which shall emit no smoke, noise, odor, dust, vibrations, or fumes beyond the walls of the building in which housed.

Manufacturing establishments which use limited water in the manufacturing operation either for processing, cooling, or heating; or which emit smoke, noise, odor, dust, vibrations, or fumes beyond the walls of the building in which housed shall not be allowed, except with approval of a special use in accordance with standards further described in section 16.4.9.

13.

That Article X. Industrial District Regulations, Section 10.2.2.A, is hereby amended by deleting the following use *Manufacturing, processing, warehousing, distribution, and research facilities which would not be allowed in the L-I district* in its entirety from said permitted uses; and replacing it with the following:

Manufacturing, processing, warehousing, distribution, and research facilities.

14.

That Article XIII. Main Street Overlay District Regulations, Section 13.10, is hereby amended by deleting it in its entirety and replacing it with the following:

Section 13.10. Reserved.

15.

That Article XIV. Business Park Overlay District, Section 14.9, is hereby amended by deleting it in its entirety and replacing it with the following:

Section 14.9. Reserved.

16.

That Article XVI. Special Uses, Section 16.1, is hereby amended by deleting it in its entirety and replacing it with the following:

- A. This article specifies uses which are not classified as permitted uses as a matter of right in zoning districts, and are therefore only allowed through the approval of a Special use. The standards which apply to each use are enumerated and must be met in order for an application to be granted.**
- B. In granting a Special use, conditions may be attached as are deemed necessary in the particular case for the protection or benefit of neighbors in order to assimilate the proposed development or use into the neighborhood with minimal impact.**

17.

That Article XVI. Special Uses, Section 16.3, is hereby amended by deleting it in its entirety and replacing it with the following:

- A. In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in**

writing by the applicant and submitted to the department of planning and development to initiate an application for a Special use:

1. The effect of the proposed activity on traffic flow along adjoining streets;
2. The availability, number and location of off-street parking;
3. Protective screening;
4. Hours and manner of operation of the proposed use;
5. Outdoor lighting;
6. Ingress and egress to the property; and
7. Compatibility with surrounding land use.

B. Any use which may be authorized by Special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

18.

That Article XVI. Special Uses, Section 16.4.2, is hereby amended by deleting the heading for this section and replacing it with the following:

Apartment, above, below, or behind commercial and office uses in the same building.

19.

That Article XVI, Special Uses, Section 16.4.13.A, is hereby amended by adding the following to the list of allowable districts:

P-S, N-C, DBD

20.

That Article XVII. Off-Street Parking and Service Requirements, Section 17.10, is hereby amended by deleting it in its entirety and replacing it with the following:

Recreational vehicles parked in any residential zone or residentially-used area shall not be permitted to be parked in any required buffer area, nor in any front-yard area. Recreational vehicles on residential property shall only be parked in the side or rear yard, on an all-weather surface material, and a minimum of five (5) feet from all property lines. No more than three (3) recreational vehicles shall be parked on any single residential lot.

BE IT AND IT IS HEREBY ORDAINED.

**First Reading this the 20th day of December 2012.
ADOPTED this the day of 2013. Second Reading.**

/s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

D. Contracts/Agreements

1. Metropolitan Planning Organization Memorandum of Understanding

Randy Mannino, Planning and Development Director stated that previously the Mayor and Council had approved a Resolution supporting the designation of the Bartow County Community Development Department as the Metropolitan Planning Organization for the Cartersville-Bartow urbanized area. The next step in this process is to put agreements in place with Bartow and all of the local jurisdictions within the county, and to get the Governor's approval by March of 2013. Mr. Mannino recommended approval to authorize the Mayor to sign this Memorandum of Understanding.

A motion to approve the acceptance of the Metropolitan Planning Organization Memorandum of Understanding was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0

2. Georgia Main Street Program Memorandum of Understanding

Tara Currier, DDA Director stated that Cartersville has been a member of the Georgia Main Street Program since 1987. To remain in good standing of that program both the DDA Board and the City must sign a yearly Memorandum of Understanding. Ms. Currier stated that the term of the agreement is for 12 months beginning January 1, 2013 and ending December 31, 2013. Ms. Currier recommended approval.

A motion to approve the acceptance of the Georgia Main Street Program Memorandum of Understanding was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

3. American Red Cross

Greg Anderson, Parks and Recreation Director stated that the American Red Cross has requested the use of the Cartersville Civic Center as an "Emergency Shelter" during a disaster and recommended approval.

A motion to approve the use of the Civic Center by the American Red Cross was made by Council Member Tate and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

4. Vaulted Vending

Greg Anderson, Parks and Recreation Director stated that this is an agreement with Vaulted Vending to provide machine(s) that allow park patrons to purchase food to feed ducks, fish, and geese. Although the park rules now state that "Feeding Wildlife" is not permitted, this has been impossible to enforce. Staff has discussed this with the local DNR Ranger who was in full support of allowing a more healthy diet for both fish and fowl other than a bread/cracker product. Mr. Anderson stated that Vaulted Vending will furnish equipment, service, and maintain equipment as well as split the revenue on a 50-50 basis and recommended approval.

A motion to approve the agreement with Vaulted Vending was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

E. Other

1. Quit Claim – Ruby Street

David Archer, City Attorney stated that this is a quitclaim deed for a section of Opal Street that had never opened. Georgia Power is acquiring this property off Opal Street (old plat shows Ruby Street) and is asking us to quitclaim it to the adjacent property owners. Mr. Archer stated that he does not believe that there are any city easements involved, but has a reservation on them just in case and recommended approval.

A motion to approve the Quit Claim for Ruby Street was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

F. Bid Award/Purchase

1. Billing System Changes for New Electric Rates

David Myers, Electric Superintendent stated that the City of Cartersville Utility Billing System will need to modifications by Cogsdale Corporation to accommodate the recently approved changes to the electric rates. This modification needs to be in place for the February deadline when the new rates are scheduled to take effect. Mr. Myers stated that the cost for these changes is \$12,870.00 and recommended approval.

A motion to approve the billing changes by Cogsdale Corporation was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

2. HVAC Replacement at Electric System Office

David Myers, Electric Superintendent stated that the heat pump at the Electric System Office burned up and will cost almost as much to repair as replacing the unit. He stated that they had additional trouble with the air handler not moving enough air and drawing in air from the attic. The cost from Pendley Heating and Air to replace the heat pump and air handler is \$8,958.84, carries a 5 year warranty of parts and 1 year on labor and Mr. Myers recommended approval.

A motion to approve the heating and air system from Pendley was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

3. Power Quality Monitor
(This item was removed from the agenda)

4. High Service Pump Valve Repair

Ed Mullinax, Assistant Water Superintendent stated that bids were accepted for a 24" Butterfly Valve and all piping necessary for installation. Mr. Mullinax recommended the low bid from HD Supply in the amount of \$10,950.35.

A motion to approve the low bid from HD Supply was made by Council Member McDaniel and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

5. Valve Actuator for High Service Pump at Water Treatment Plant

Ed Mullinax, Assistant Water Superintendent stated that the valve actuator for the #2 high service pump at the water plant has to be replaced. This is a soul source item due to the operations mechanism required. Mr. Mullinax recommended approval for this equipment from Harold Beck and Sons, Inc. in the amount of \$9,530.00.

A motion to approve the purchase from Harold Beck and Sons, Inc. was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

6. Distribution and Collections Inventory Restocking

Ed Mullinax, Assistant Water Superintendent stated that bids were accepted for materials to restock inventory for Distribution and Collection. Mr. Mullinax recommended approval of the low bid from HD Supply in the amount of \$10,847.86.

A motion to approve the purchase from HD Supply was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

Mayor Santini stated that there was one item to add to the agenda. A motion to add an item to the agenda was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

G. Added Item**1. Tax Anticipation Notes**

David Archer, City Attorney stated that he had received notification from Raymond James stating the law now requires that underwriters must provide a disclosure with regards to the transactions on the Tax Anticipation Notes. Mr. Archer stated that the council needs to authorize the mayor to sign an acknowledgment that the city has received this disclosure.

A motion to authorize the Mayor to sign that the city has received the disclosure was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

H. Monthly Financial Statement**1. October 2012**

Mr. Tom Rhinehart, Finance Director, presented the October 2012 monthly financial statement with comparisons from the previous year of October 2011, by fund, along with supplemental financial information comparing the year to date revenues and expenses for each fund and a report of cash position through October 2012.

After announcements a motion to adjourn the meeting was made by Council Member Stepp and needing no second. Motion carried unanimously. Vote 5-0

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting

1/3/2013 7:00:00 PM

File #ZMA12-01: Zoning Map Amendment application by City of Cartersville to re-adopt the Official Zoning Map of the City of Cartersville.

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	
Department Summary Recommendation:	Case ZMA12-01 is an application by City staff to re-adopt the Official Zoning Map. This process will update the map to show changes in zoning for properties that have occurred since the map was last adopted in December 2011. Planning Commission recommended approval to re-adopt the map.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting

1/3/2013 7:00:00 PM

File #T12-03: Text Amendment application by City of Cartersville to amend various sections of the Zoning Ordinance.

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	T12-03 is the proposal by City staff for changes to sections of the Zoning Ordinance. Since the 2010 revision, staff has itemized concerns based on implementation, private market demands, code enforcement, and other items that may be appropriate. These changes have been recommended for approval by Planning Commission.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MEMO

TO: Mayor Santini and City Council
 FROM: Randy Mannino and Richard Osborne
 DATE: December 12, 2012
 SUBJECT: Zoning Ordinance revisions text amendment case T12-03

T12-03 is the proposal by City staff for changes to sections of the Zoning Ordinance. Since the 2010 revision, staff has itemized concerns based on implementation, private market demands, code enforcement, and other items that may be appropriate. The following changes have been recommended by Planning Commission:

2.2.18.R Definition of a Recreational vehicle

The current definition has “and” before “designed” and, for code enforcement purposes, should be “or”.

- *Recreational vehicle. Boat trailers and any type of portable structure without a permanent foundation, which can be towed, hauled or driven or designed for temporary living accommodations for recreational, camping, and travel use, including, but not limited to, travel trailers, truck campers (on or off the truck), camping trailers and self-propelled motor homes.*

4.23. Home Occupations (sign section)

The sign section for home occupations may not be content-neutral and may need to be deleted:

- *Only one (1) point of business sign, not exceeding two (2) square feet in size, motionless, non-lighted, and attached to the principle building, shall be permitted and no advertising signs shall be permitted.*

6.5.2.A. R-7

Intown areas may be appropriate for elderly care with Special use approval. The list of permitted uses could be amended to add the following:

- *Nursing home facilities (SU).**
- *Retirement centers (SU).**

6.6.2.A. R-D

Intown areas may be appropriate for elderly care with Special use approval. The list of permitted uses could be amended to add the following:

- *Nursing home facilities (SU).**
- *Retirement centers (SU).**

9.1.2.A. P-S

Intown areas may be appropriate for elderly care with a Special use. The list of permitted uses could be amended to add elderly care uses. Also, the apartments section, with special use approval, could be amended in cases where an apartment below commercial is proposed.

- *Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).**
- *Hospices (SU).**
- *Nursing home facilities (SU).**
- *Retirement centers (SU).**

9.2.2.A. M-U

The apartments section, with a Special use, could be amended where an apartment below commercial is proposed. M-U allows nursing homes and retirement centers. Hospices, with Special use, may be appropriate.

- *Apartments and condominiums, above, below, or behind commercial uses in the same building (SU).**
- *Hospices (SU).**

9.3.2.A. and 9.3.3.T. N-C

The apartments section, with special use approval, could be amended in cases where an apartment below commercial is proposed. Since the use of Bed and breakfast inn is a possible use with a Special use approval in M-U, it may be appropriate in N-C. Intown areas may be appropriate for elderly care with a Special use.

- *Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).**
- *Bed and breakfast inn (SU).**
- *Hospices (SU).**
- *Nursing home facilities (SU).**
- *Retirement centers (SU).**

Development standards for N-C may need to be amended to change maximum commercial building floor area from the relatively small 10,000 sqft to 15,000 sqft, the size of a typical new pharmacy.

- *Maximum commercial building floor area, fifteen thousand (15,000) square feet.*

9.4.2.A. DBD

The apartments section, with special use approval, could be amended in cases where an apartment below commercial is proposed. Intown areas may be appropriate for elderly care with Special use approval.

- *Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).**
- *Hospices (SU).**
- *Nursing home facilities (SU).**
- *Retirement centers (SU).**

9.5.2.A. O-C

The apartments section, with special use approval, could be amended in cases where an apartment below commercial is proposed. The possibility of auto lots on O-C zoned properties on major roads, with Special use approval, might be appropriate.

- *Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).**
- *Automotive and truck sales or rental (properties fronting an arterial or major collector street only) (SU).**

9.6.2.A. G-C

Amend the apartments section.

- *Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).**

10.1.1. L-I

There is an incorrect reference. The section number now is 16.4.8 but should be 16.4.9

- *Manufacturing establishments which use limited water in the manufacturing operation either for processing, cooling, or heating; or which emit smoke, noise, odor, dust, vibrations, or fumes beyond the walls of the building in which housed shall not be allowed, except with approval of a special use in accordance with standards further described in section 16.4.9.*

10.2.2.A. H-I

A variety of industrial operations may be appropriate to be allowed in H-I, whether heavy, medium, or light industrial. It may be appropriate to delete the underlined phrase:

- *Manufacturing, processing, warehousing, distribution, and research facilities which would not be allowed in the L-I district.*

13.10. Main Street Overlay District commercial signs.

Sign regulations (underlined here) for the Main Street Overlay District have now been included in the Sign Ordinance and could be deleted from the Zoning Ordinance:

13.10 The provisions of the City of Cartersville, chapter 20, article II, Sign Ordinance, shall apply to all signs within this overlay district, with the following modifications:

A. Individual buildings or business storefront signs (wall signs) shall be limited to one (1) sign per street frontage.

B. Maximum allowed sign area of all freestanding signs shall be fifty (50) square feet, with the exception that directory signs shall be allowed to be one hundred twenty (120) square feet.

C. Any corner lot adjacent to Main Street shall be allowed one (1) additional freestanding sign to be for the purpose of a directory sign.

D. All freestanding signs shall be monument style signs, shall not exceed fifteen (15) feet in height. No pylon signs will be allowed.

14.9. Business Park Overlay District

Sign regulations (underlined here) for the Business Park Overlay District have now been included in the Sign Ordinance and could be deleted from the Zoning Ordinance:

14.9. Signs.

The following signs are permitted:

1. Ground Signs: One monument-style brick or masonry sign for each individual building in the park. Maximum area of each sign sixty (60) square feet. Maximum height six (6) feet. The sign may be double-sided. One additional monument-style brick or masonry sign of no more than sixty (60) square feet and six (6) feet in height shall be permitted if the building has more than one access point.
2. Window Signs: Total signage per business not to exceed twenty-five percent (25%) of the area of windows facing road frontage.
3. Wall Signs: Total area of all signs is not to exceed ten percent (10%) of the gross floor area of the building. No more than four (4) wall signs per business are permitted and no single wall sign shall exceed two hundred fifty (250) square feet.
4. Entrance Signs: Two monument-style brick or masonry entrance sign at each entrance to the business park. Maximum area of each sign one hundred (100) square feet. Entrance signs may only be single-sided, unless only one is erected at an entrance, in which case it can be double-sided. Entrance signs only permitted at the entrance to the planned center. Entrance signs must be setback from the right-of-way a distance equal to their height plus one (1) foot for safety reasons, and cannot block traffic sight lines. Maximum height is ten (10) feet.

16.1 and 16.3 Special uses – Scope and intent; Restrictions

These sections are proposed to be modified to require an applicant for a Special use to state the following in an application (these are already listed as items for consideration by the Mayor and Council):

- A. *The effect of the proposed activity on traffic flow along adjoining streets;*
- B. *The availability, number and location of off-street parking;*
- C. *Protective screening;*
- D. *Hours and manner of operation of the proposed use;*
- E. *Outdoor lighting;*
- F. *Ingress and egress to the property; and*
- G. *Compatibility with surrounding land use.*

16.4.2. and 16.4.13.A. Special uses

Amend the Special uses section to reflect the possibility of apartments below commercial uses and to add new zoning districts to possibly have retirement centers.

16.4.2 Apartment, above, below, or behind commercial and office uses in the same building.

16.4.13.A. Retirement centers

- Allowable districts: RA-12, MF-14, P-S, N-C, DBD, M-U, O-C, G-C

17.10. Parking of recreational vehicles on property used for residential purposes.

On residential lots, requiring recreational vehicles parked in the side or rear to be 10 feet, or in some cases, 20 feet off property lines may be excessive. Similar to accessory structures in the rear of residential lots, it may be appropriate to allow recreational vehicles to be parked 5 feet from side and rear areas. Also, many City residents have 3 or 4 recreational vehicles, and the restriction of parking a maximum of 2 vehicles may be excessive. Example is a camper and two jet skis. 3 vehicles may be reasonable. The proposal is the following:

- *Recreational vehicles parked in any residential zone or residentially-used area shall not be permitted to be parked in any required buffer area, nor in any front-yard area. Recreational vehicles on residential property shall only be parked in the side or rear yard, on an all-weather surface material, and a minimum of five (5) feet from all property lines. No more than three (3) recreational vehicles shall be parked on any single residential lot.*

Ordinance
of the
City of Cartersville, Georgia
Ordinance No.

Now be it and it is hereby **ORDAINED** by the Mayor and City Council of the City of Cartersville, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 26 ZONING** is hereby amended as follows:

1.

That Article II. Interpretations and Definitions, Section 2.2.18.R, is hereby amended by deleting the definition of *Recreational vehicle* in its entirety therein and replacing it with the following:

Recreational vehicle. Boat trailers and any type of portable structure without a permanent foundation, which can be towed, hauled or driven or designed for temporary living accommodations for recreational, camping, and travel use, including, but not limited to, travel trailers, truck campers (on or off the truck), camping trailers and self-propelled motor homes.

2.

That Article IV. General Provisions, Section 4.23.4, is hereby amended by deleting it in its entirety and replacing it with the following:

4. Intentionally omitted.

3.

That Article VI. Single-Family Dwelling District Regulations, Section 6.5.2.A, is hereby amended by adding the following uses to the list of permitted uses:

Nursing home facilities (SU).*
Retirement centers (SU).*

4.

That Article VI. Single-Family Dwelling District Regulations, Section 6.6.2.A, is hereby amended by adding the following uses to the list of permitted uses:

Nursing home facilities (SU).*
Retirement centers (SU).*

5.

That Article IX. Commercial District Regulations, Section 9.1.2.A, is hereby amended by deleting the use *Apartments and condominiums, above or behind commercial office uses in the same building*

(SU). * in its entirety from the permitted uses; and adding the following uses to the list of permitted uses:

Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).*
Hospices (SU).*
Nursing home facilities (SU).*
Retirement centers (SU).*

6.

That Article IX. Commercial District Regulations, Section 9.2.2.A, is hereby amended by deleting the use *Apartments and condominiums, above or behind commercial office uses in the same building (SU).* * in its entirety from the permitted uses; and adding the following uses to the list of permitted uses:

Apartments and condominiums, above, below, or behind commercial uses in the same building (SU).*
Hospices (SU).*

7.

That Article IX. Commercial District Regulations, Section 9.3.2.A, is hereby amended by deleting the use *Apartments and condominiums, above or behind commercial office uses in the same building (SU).* * in its entirety from the permitted uses; and adding the following uses to the list of permitted uses:

Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).*
Bed and breakfast inn (SU).*
Hospices (SU).*
Nursing home facilities (SU).*
Retirement centers (SU).*

8.

That Article IX. Commercial District Regulations, Section 9.3.3.T, is hereby deleted in its entirety and replaced with the following:

Maximum commercial building floor area, fifteen thousand (15,000) square feet.

9.

That Article IX. Commercial District Regulations, Section 9.4.2.A, is hereby amended by deleting the use *Apartments and condominiums, above or behind commercial office uses in the same building (SU).* * in its entirety from permitted uses; and adding the following uses to the list of permitted uses:

Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).*
Hospices (SU).*

Nursing home facilities (SU).*
Retirement centers (SU).*

10.

That Article IX. Commercial District Regulations, Section 9.5.2.A, is hereby amended by deleting the use *Apartments and condominiums, above or behind commercial office uses in the same building (SU).* * in its entirety from permitted uses; and adding the following uses to the list of permitted uses:

Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).*
Automotive and truck sales or rental (properties fronting an arterial or major collector street only) (SU).*

11.

That Article IX. Commercial District Regulations, Section 9.6.2.A, is hereby amended by deleting the use *Apartments and condominiums, above or behind commercial office uses in the same building (SU).* * in its entirety from permitted uses; and adding the following uses to the list of permitted uses:

Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).*

12.

That Article X. Industrial District Regulations, Section 10.1.1, is hereby amended by deleting it in its entirety and replacing it with the following:

Regulations in this section are the L-I district regulations. The L-I district is intended to provide locations and land areas for the development of industrial and business parks and uses which meet the needs of processing, manufacturing, fabricating, and warehousing, research, related office uses, and other uses as further described in section 3.1.20 of this chapter.

Light manufacturing establishments shall consist of any manufacturing establishment which does not use water in the manufacturing operation either for processing, cooling, or heating and which shall emit no smoke, noise, odor, dust, vibrations, or fumes beyond the walls of the building in which housed.

Manufacturing establishments which use limited water in the manufacturing operation either for processing, cooling, or heating; or which emit smoke, noise, odor, dust, vibrations, or fumes beyond the walls of the building in which housed shall not be allowed, except with approval of a special use in accordance with standards further described in section 16.4.9.

13.

That Article X. Industrial District Regulations, Section 10.2.2.A, is hereby amended by deleting the following use *Manufacturing, processing, warehousing, distribution, and research facilities which would not be allowed in the L-I district* in its entirety from said permitted uses; and replacing it with the following:

Manufacturing, processing, warehousing, distribution, and research facilities.

14.

That Article XIII. Main Street Overlay District Regulations, Section 13.10, is hereby amended by deleting it in its entirety and replacing it with the following:

Section 13.10. Reserved.

15.

That Article XIV. Business Park Overlay District, Section 14.9, is hereby amended by deleting it in its entirety and replacing it with the following:

Section 14.9. Reserved.

16.

That Article XVI. Special Uses, Section 16.1, is hereby amended by deleting it in its entirety and replacing it with the following:

- A. This article specifies uses which are not classified as permitted uses as a matter of right in zoning districts, and are therefore only allowed through the approval of a Special use. The standards which apply to each use are enumerated and must be met in order for an application to be granted.**
- B. In granting a Special use, conditions may be attached as are deemed necessary in the particular case for the protection or benefit of neighbors in order to assimilate the proposed development or use into the neighborhood with minimal impact.**

17.

That Article XVI. Special Uses, Section 16.3, is hereby amended by deleting it in its entirety and replacing it with the following:

- A. In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special use:**
 - 1. The effect of the proposed activity on traffic flow along adjoining streets;**
 - 2. The availability, number and location of off-street parking;**
 - 3. Protective screening;**
 - 4. Hours and manner of operation of the proposed use;**
 - 5. Outdoor lighting;**
 - 6. Ingress and egress to the property; and**
 - 7. Compatibility with surrounding land use.**
- B. Any use which may be authorized by Special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.**

Item # 3

18.

That Article XVI. Special Uses, Section 16.4.2, is hereby amended by deleting the heading for this section and replacing it with the following:

Apartment, above, below, or behind commercial and office uses in the same building.

19.

That Article XVI, Special Uses, Section 16.4.13.A, is hereby amended by adding the following to the list of allowable districts:

P-S, N-C, DBD

20.

That Article XVII. Off-Street Parking and Service Requirements, Section 17.10, is hereby amended by deleting it in its entirety and replacing it with the following:

Recreational vehicles parked in any residential zone or residentially-used area shall not be permitted to be parked in any required buffer area, nor in any front-yard area. Recreational vehicles on residential property shall only be parked in the side or rear yard, on an all-weather surface material, and a minimum of five (5) feet from all property lines. No more than three (3) recreational vehicles shall be parked on any single residential lot.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the day of 2012.

ADOPTED this the day of 2013. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting

1/3/2013 7:00:00 PM

Annual Update of Capital Improvements Element (CIE) in accordance with the Impact Fee Requirements

SubCategory:	Resolutions
Department Name:	
Department Summary Recommendation:	Cartersville adopted Impact Fees in the last quarter of 2006. Said fees became effective starting in January of 2007. In accordance with the Development Impact Fee Regulations as outlined by the State, we are required to file an annual update to the Capital Improvements Element (CIE) of the Comprehensive Plan because we collect said impact fees and/or have an adopted impact fee ordinance. As you are aware, we held the required public hearing for the updated information on November 1, 2012, and Council also approved a resolution allowing this item to be transmitted to the Northwest Georgia Regional Commission (NWGRC) and the Department of Community Affairs (DCA) for their review and approval. They have approved the document, and we are required to formally adopt it. RECOMMENDATION: Staff recommends that Council approve this resolution adopting the Annual Update.
City Manager's Remarks:	Since we implemented Impact Fees back in 2006 we have been required to do an annual update on the impact fee collection and expenditure. I recommend approval of the annual update to the CIE.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No.**ADOPTION RESOLUTION****Capital Improvements Element**

WHEREAS, The City of Cartersville adopted a Capital Improvements Element as an amendment to the *Cartersville Comprehensive Plan*; and

WHEREAS, The City of Cartersville has prepared an Annual Update to the adopted Capital Improvements Element; and

WHEREAS, the Capital Improvements Element Annual Update was prepared, submitted, and reviewed in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and an advertised Public Hearing was held on November 1, 2012 at 7:00 P.M. in the City Council meeting room at Cartersville City Hall; and

BE IT THEREFORE RESOLVED, that the City Council of the City of Cartersville does hereby approve and adopt the Capital Improvements Element Annual Update attached hereto and incorporated herin as Exhibit “A” as per the requirements of the Development Impact Fee Compliance Requirements.

ADOPTED this the 3rd day of January 2013.

**/s/ _____
Matthew J. Santini
Mayor**

ATTEST:

**/s/ _____
Connie Keeling
City Clerk**

Nathan Deal
Governor



Mike Beatty
Commissioner

November 15, 2012

Mr. Lloyd Frasier
Executive Director
Northwest Georgia Regional Commission
1 Jackson Hill Drive, N. E.
Rome, Georgia 30161-5205

Dear Mr. Frasier:

Our staff has reviewed the Annual Update of the Capital Improvement Element (CIE Update) for the City of Cartersville and finds that it adequately addresses applicable requirements. The next step is for the local government to adopt the CIE Update. Based upon the date that your staff certified the submittal as complete, the earliest acceptable adoption date is January 1, 2013. As soon as your office provides written notice that the CIE Update has been adopted and provides DCA with a digital copy of the final adopted version of this document, we will notify the City that its Qualified Local Government status has been extended.

Sincerely,

A handwritten signature in black ink that reads "James R. Frederick".

James R. Frederick, Director
Office of Planning and Environmental Management

JF/jw

cc: David Howerin, Planning Director, Northwest Georgia Regional Commission



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Item # 4



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Capital Improvements Element 2013 Annual Update:

Financial Report & Short Term Work Program

City of Cartersville, GA
AS ADOPTED 01/03/2013

This Capital Improvements Element Annual Update has been prepared based on the rules and regulations pertaining to impact fees in Georgia, as specified by the Development Impact Fee Act (DIFA) and the Department of Community Affairs (DCA) documents Development Impact Fee Compliance Requirements and Standards and Procedures for Local Comprehensive Planning. These three documents dictate the essential elements of an Annual Update, specifically the inclusion of a financial report and a schedule of improvements.

According to the Compliance Requirements, the Annual Update:

“must include: 1) the Annual Report on impact fees required under O.C.G.A. 36-71-8; and 2) a new fifth year schedule of improvements, and any changes to or revisions of previously listed CIE projects, including alterations in project costs, proposed changes in funding sources, construction schedules, or project scope.” (Chapter 110-12-2-.03(2)(c))

This Annual Update itself is based on the Cartersville Capital Improvements Element, as adopted by the City in October, 2006.

Financial Report

The Financial Report included in this document is based on the requirements of DIFA, specifically:

“As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any development impact fees collected, encumbered, and used during the preceding year by category of public facility and service area.” (O.C.G.A. 36-71-8(d)(1))

The required financial information for each public facility category appears in the main financial table (page 3); service area designations appear in the project tables that follow (pages 4 through 6).

The City’s fiscal year runs from July 1 to June 30.

Schedule of Improvements

In addition to the financial report, the City has prepared a five-year schedule of improvements—a short term work program (STWP)—as specified in the Compliance

Requirements (Chapter 110-12-2-.03(2)(c)), which states that local governments that have a CIE must “update their entire Short Term Work Programs annually.”¹

According to DCA’s requirements,² the STWP must include:

- A brief description of the activity;
- Timeframe for undertaking the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and,
- Funding source(s), if applicable.

All of this information appears in the Short Term Work Program portion of this document, beginning on page 7.

¹ Note that the Compliance Requirements specify that the short term work program is to meet the requirements of Chapter 110-12-1-.04(7)(a), which is a reference to the STWP requirements in a previous version of the Standards and Procedures for Local Comprehensive Planning. The correct current description of a STWP is found at Chapter 110-12-1-.05(2)(c)(i).

² Chapter 110-12-1-.05(2)(c)(i).

IMPACT FEES FINANCIAL REPORT – CITY OF CARTERSVILLE, GA
Fiscal Year 2012

Cartersville, GA	Annual Impact Fee Financial Report - Fiscal Year 2012							
Public Facility	Libraries	Fire Protection	Police	Parks & Recreation	Roads	Administration	CIE Prep (recoupment)	TOTAL
Impact Fee Fund Balance June 30, 2011	\$29,393.45	\$117,475.74	\$85,694.34	\$49,433.59	\$31,039.18	\$6,410.00	\$13,615.88	\$333,062.18
Impact Fees Collected (July 1, 2011 through June 30, 2012)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal: Fee Accounts	\$29,393.45	\$117,475.74	\$85,694.34	\$49,433.59	\$31,039.18	\$6,410.00	\$13,615.88	\$333,062.18
Interest Income July 1, 2011 through June 30, 2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Expenditures)	(\$29,393.45)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$29,393.45)
Impact Fee Fund Balance June 30, 2012	\$0.00	\$117,475.74	\$85,694.34	\$49,433.59	\$31,039.18	\$6,410.00	\$13,615.88	\$303,668.73
Impact Fees Encumbered	\$0.00	\$117,475.74	\$85,694.34	\$49,433.59	\$31,039.18			\$283,642.85

Public Facility: Library									
Service Area: City-wide									
Project Description	Units	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Collection Materials	3,990	2007	2007	\$117,492.02	97.4%	\$114,429.35	\$0.00	\$53,611.09	Delayed from 2007
Collection Materials	2,382	2008	2008	\$69,321.54	97.4%	\$67,516.99	\$0.00		Delayed from 2008
Collection Materials	2,457	2009	2009	\$71,527.08	97.4%	\$69,664.32	\$0.00		
Collection Materials	2,525	2010	2010	\$73,485.48	97.4%	\$71,564.73	\$0.00		
Collection Materials	2,617	2011	2011	\$76,177.57	97.4%	\$74,198.35	\$0.00		
Collection Materials	2,693	2012	2012	\$78,377.17	97.4%	\$76,339.89	\$0.00		
Collection Materials	2,777	2013	2013	\$80,819.77	97.4%	\$78,724.32	\$0.00		
Collection Materials	2,878	2014	2014	\$83,780.63	97.4%	\$81,597.59	\$0.00		
Collection Materials	2,946	2015	2015	\$85,728.23	97.4%	\$83,487.48	\$0.00		
Collection Materials	3,064	2016	2016	\$89,175.01	97.4%	\$86,846.43	\$0.00		
Collection Materials	3,148	2017	2017	\$91,608.34	97.4%	\$89,221.83	\$0.00		
Collection Materials	3,248	2018	2018	\$94,529.75	97.4%	\$92,085.01	\$0.00		
Collection Materials	3,358	2019	2019	\$97,723.71	97.4%	\$95,191.53	\$0.00		
Collection Materials	3,459	2020	2020	\$100,669.73	97.4%	\$98,050.34	\$0.00		
Collection Materials	3,577	2021	2021	\$104,103.45	97.4%	\$101,396.58	\$0.00		
Collection Materials	3,669	2022	2022	\$106,768.72	97.4%	\$104,004.08	\$0.00		
	48,787			\$1,421,288.21		\$1,384,318.81	\$0.00	\$53,611.09	

Public Facility: Fire Protection									
Service Area: City-wide									
Project Description	Units	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
New Station 4 (square feet)	7,000	2008	2012	\$1,120,000.00	97.3%	\$1,089,585.42	\$0.00	n/a	To be paid by Carter Grove through agreement
Station 1 Relocation (square feet)	15,000	2010	2012	\$2,625,000.00	3.3%	\$87,500.00	\$0.00	\$87,500.00	
Station 3 Relocation (square feet)	7,000	2015	2016	\$1,225,000.00	14.3%	\$175,000.00	\$0.00	\$25,497.77	
New Station 5 (square feet)	7,000	2021	2022	\$1,365,000.00	100.0%	\$1,365,000.00	\$0.00		
Heavy Vehicle	1	2011	2012	\$275,000.00	100.0%	\$275,000.00	\$0.00		Delayed from 2007
Heavy Vehicle	1	2020	2021	\$750,000.00	100.0%	\$750,000.00	\$0.00		Delayed from 2007
Heavy Vehicle	1	2021	2021	\$275,000.00	100.0%	\$275,000.00	\$0.00		
				\$7,635,000.00		\$4,017,085.42	\$0.00	\$112,997.77	

Public Facility: Police Department									
Service Area: City-wide									
Project Description	Units	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Facility Space (square feet)	8,400	2018	2019	\$1,470,000.00	99.4%	\$1,460,950.20	\$0.00	\$82,427.82	
				\$1,470,000.00		\$1,460,950.20	\$0.00	\$82,427.82	

Public Facility: Parks & Recreation									
Service Area: City-wide									
Project Description	Units	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Future Park A (acres)	50	2012	2012	\$1,500,000.00	100.0%	\$1,500,000.00	\$0.00		
Future Park B (acres)	50	2018	2018	\$1,500,000.00	100.0%	\$1,500,000.00	\$0.00		
Track/Trails	3	see	remarks	\$690,000.00	96.7%	\$667,000.00	\$0.00	\$48,921.77	start date tba
Tennis Courts	2	see	remarks	\$100,460.06	100.0%	\$100,460.06	\$0.00		start date tba
Playgrounds	2	see	remarks	\$320,000.00	100.0%	\$320,000.00	\$0.00		start date tba
				\$4,110,460.06		\$4,087,460.06	\$0.00	\$48,921.77	

Public Facility: Road Improvements									
Service Area: City-wide									
Project Description	Units	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Douthit Ferry (widening)	n/a	tba	tba	\$750,000.00	100.0%	\$750,000.00	\$0.00	\$29,856.02	
Terrell Drive (turn lane)	n/a	tba	tba	\$166,600.00	50.0%	\$83,300.00	\$0.00		
Center Road (widening)	n/a	tba	tba	\$498,225.00	100.0%	\$498,225.00	\$0.00		
				\$1,414,825.00		\$1,331,525.00	\$0.00	\$29,856.02	

2013-2017 SHORT TERM WORK PROGRAM CITY OF CARTERSVILLE, GA

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Economic Development								
Continue to participate in the Bartow-Cartersville Joint Development Authority (BCJDA), and implement applicable components of the Economic Development Strategy.	X	X	X	X	X	n/a	General Fund	City Council
Support the redevelopment of industrial sites through low interest loans and investigate Brownfield redevelopment grants and programs, Less Developed Census Tracts and Opportunity Zones.	X	X	X	X	X	n/a	JDA Budget	BCJDA Planning
Review and consider all available economic development programs as resources for redevelopment, housing development and economic development incentive activities. Publicize the availability of these programs to the public	X	X	X	X	X	n/a	JDA Budget	BCJDA Planning
Promote sports and heritage-based tourism. Create an entertainment attraction such as a forum or coliseum.	X	X	X	X	X	variable	JDA Budget, General Fund	CVB, BCJDA, City Council
Continue alliance with the County through the BCJDA, to develop the "Class A" Business/Industrial Park on the north side, called Highland 75.	X	X	X	X	X	variable	EDA Budget, General Fund	BCJDA, City Council
Adopt programs and provide services, particularly education and recreation programs, which assist the Hispanic population in participating more fully in the workforce and as active members of the community.	X	X	X	X	X	n/a	General Fund	City Council

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Coordinate with Chattahoochee Technical College and Georgia Highlands College for specialized job training venues.	X	X	X	X	X	n/a	General Fund	BCJDA
Continue to work with the Downtown Development Authority in the redevelopment of properties and attraction of businesses in the downtown. Retail recruitment through Cartersville Electric contracted recruitment services	X	X	X	X	X	n/a	DDA Budget, General Fund	Downtown Development Authority, City Council, Cartersville Electric, BCJDA
Leake Street and S. Museum Dr. improvements: sidewalks, lighting, signage, wrought iron fencing along S. Museum Dr.			X			Unknown	SPLOST, grants	Downtown Development Authority, City Council, Public Works
Covered performance pavilion at Friendship Plaza		X	X			\$140,000	DDA Budget, General Fund, grants	Downtown Development Authority, City Council
Market downtown as a destination specialty shops, restaurants and museums to draw people downtown	X	X	X	X	X	variable	DDA Budget, General Fund	Downtown Development Authority, City Council, Cartersville Bartow CVB

Natural and Historic Resources

Consider tree ordinance to protect specimen trees, conserve the tree canopy, and promote urban forest practices on City owned properties.	X	X				\$8,500	General Fund	City Council, Planning
Consider applying for Tree City USA designation	X					\$5,000	General Fund	City Council, Planning
Establish a comprehensive natural resources inventory database		X				\$12,000	General Fund	GIS

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Continue to monitor the status of inventoried historic structures and properties located outside of the protected historic districts	X	X	X	X	X	n/a	General Fund	City Council, Planning,
Continue to support the restoration of original historic facades and buildings. Review and consider all available funding resources for historic preservation.	X	X	X	X	X	n/a	Grants, Private development	City Council, Planning

Community Facilities

Develop a 5-Year Capital Improvements Plan, which includes a schedule and budget for new facilities, maintenance and operation expenses, and a replacement plan for aging infrastructure within the City, based on adopted population and employment forecasts, Character Areas and Levels of Service	X	X	X	X	X	n/a	General Fund	City Council
Review and develop a comprehensive Infrastructure-Financing Plan. Ensure that new development pays its fair share of infrastructure costs	X	X	X	X	X	n/a	General Fund	City Council
Develop a 5-year Service District Plan to ensure adequate personnel and maintenance funds are in place for appropriate level of service requirements	X	X				n/a	General Fund	City Council
Require a traffic impact study if the trips generated from a proposed developed will impact the adjacent road system	X	X	X	X	X	n/a	General Fund	City Council, Developer (applicant)

Engineering

Develop a long-range comprehensive transportation plan, including adopting a street connectivity ordinance and a pedestrian and bikeway plan.			X			\$40,000	General Fund	City Council, Engineering, Planning
Review codes to increase pedestrian safety and accessibility by developing specific roadway types and pedestrian related facilities by Character Area. Require all new road improvements to provide sidewalks and bike lanes	X	X	X	X	X	n/a	General Fund	City Council, Engineering, Planning

Short Term Work Program

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
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Public Works

Retrofit ADA requirements on all sidewalks	X	X	X	X	X	\$20,000/year	General Fund	City Council, Public Works
City-wide road projects - milling and resurfacing	X	X	X	X	X	\$100,000/year	SPLOST	Public Works
Intersection and road safety improvements	X	X	X	X	X	\$55,000/year	SPLOST	Public Works
Airport Instrument Landing System	X	X				\$1,100,000	SPLOST	CMO
Douthit Ferry Rd. improvements – road widening from SR 61/113 to Old Alabama Rd. (4 lane with median)(Engineering Only)	X	X	X	X	X	\$900,000	SPLOST (Const. GDOT & FHWA)	Public Works
Sugar Valley Rd. at Nancy Creek – new bridge	X	X	X			\$1,025,000	SPLOST	Public Works
Sugar Valley Rd. at Burnt Hickory Rd. – intersection improvement	X	X	X			\$700,000	SPLOST	Public Works
Grassdale Rd. – road improvements from US 41 to SR 293				X	X	\$5.9 mill 1.4 mill (City)	SPLOST, County	Public Works
Equipment replacement	X	X	X	X	X	Variable	General Fund	Public Works
Various road resurfacing, sidewalk and shoulder improvements city-wide	X	X	X	X	X	variable	SPLOST	Public Works

Stormwater Division

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Redirect stormwater flows at Woodland Dr.			X			unknown	General Fund, User Fees	Stormwater Division
Replace stormwater pipe at Terrell Heights			X			\$35,000	General Fund, User Fees	Stormwater Division
Replace multi-barrel pipes at Wansley Dr.	X					\$100,000	General Fund, User Fees	Stormwater Division
MS4 Compliance	X	X	X	X	X	\$20,000/yr	General Fund, Users Fees	Stormwater Division

Fire Department

Analyze current services and locational aspects of police, fire, libraries and medical services to determine appropriate densities in appropriate locations.	X	X	X	X	X	n/a	General Fund	City Council, Fire and Police Departments
New Fire Station #4						Completed	Developer Agreement, General Fund	Fire Department, Developer
Fire Station #1 relocation						Completed	3% Impact Fees, General Fund	Fire Department
Purchase 2 fire trucks (1 with Jaws of Life)			X			\$1,025,000	100% Impact Fee	Fire Department
Relocation/construction of FD Station #3			X			\$1.5 mill	2014 SPLOST	Fire Department

Police Department

Short Term Work Program

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Replace police patrol units	X	X	X	X	X	\$180,000/yr	General Fund	Police Department
Continue Crime Mapping	X	X	X	X	X	\$29,000/yr	General Fund	Police Department

Library

Collection Materials	X	X	X	X	X	\$552,438	97% Impact Fees, General Fund	Library
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Parks & Recreation

Purchase northside park land		X				\$1,500,000	100% Impact Fees, SPLOST	Parks and Recreation
Sam Smith Park development	X	X	X	X	X	variable	General Fund	Parks and Recreation
Replace AC Unit at Dellinger Concession #1			X			\$4,500	General Fund	Parks and Recreation
Replace light poles and lighting fixtures (Dellinger Softball Field 1)		X	X			\$90,000	General Fund	Parks and Recreation
Minor renovation of Dellinger Park Pool		X	X			\$75,000	General Fund	Parks and Recreation
Renovation of Dellinger Park office		X	X			\$20,000	General Fund	Parks and Recreation
Component playsystem at Dellinger Park Softball fields				X		\$24,000	70% Impact Fees, General Fund	Parks and Recreation

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Trail – Pettit Creek Trail, Phase II				X		\$297,000	Ga. Trail Grant, General Fund	Parks and Recreation
Trail – Pettit Creek Trail, Phase III					X	\$350,000	Ga. Trail Grant, General Fund	Parks and Recreation
Trail – Leake Mounds / Etowah riverbank	X	X				\$900,000	TE Grant, General Fund	Parks and Recreation
Implement the Parks and Recreation Master Plan	X	X	X	X	X	n/a	Impact Fees, General Fund	Parks and Recreation

School System

Develop a school expansion plan based on adopted forecasts of population which coordinates new facilities and residential permits.	X					n/a	School Board	Cartersville School System
Identify a school site and construction funds for a new primary school to support the Carter Grove development.	X					n/a	School Board	Cartersville School System
Create increased walking, biking and school bus usage in the schools through active promotion and marketing, such as Fridays “walk to school day”, special activities and treats for bus riders, etc. Promote the GA DOT “Human Bus” program;	X	X	X	X	X	n/a	School Board, General Fund	Cartersville School System, Engineering

Electrical Utilities

Require a utility capacity analysis if a proposed development will severely impact adjacent or system-wide capacity	X	X	X	X	X	n/a	General Fund	City Council, Developer (applicant)
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Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Highland 75 Line Phase 1 – construct power line across Interstate 75 to serve new Highland 75 Industrial Park		X				\$500,000	Electric Revenue	Electric Utility
Highland 75 Line Phase 2 – construct power line on Cass-White Rd. to serve new Highland 75 Industrial Park			X			\$500,000	Electric Revenue	Electric Utility
Highland 75 Line Phase 3 – construct power line along Highland 75 Parkway (Zion Rd.) to serve new Highland 75 Industrial Park				X		\$500,000	Electric Revenue	Electric Utility
South Tie Line Phase 3 – construct power line on Hwy 113 from airport to Browns Farm Road substation					X	\$500,000	Electric Revenue	Electric Utility
Utility relocation for DOT projects	X	X	X	X	X	Variable	Electric Revenue	Electric Utility
Distribution Automation			X		X	\$240,000	Electric Revenue	Electric Utility
Main Street overlay district underground project	X	X				\$1,250,150	SPLOST,	Electric Utility

Gas Utilities

Extend 6" gas main from SR 20 to Center Rd.	X	X				\$1,000,000	General Fund, User Fees	Gas Utility
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Water & Sewer Department

Short Term Work Program

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Sewer line – 8" line replacement on Etowah Dr. to West Ave.	X					\$2,000,000	General Fund, User Fees	Water & Sewer Department
Sewer line – 30" new line on Tennessee St. to Jones Mill Rd.	X					\$2,000,000	General Fund, User Fees	Water & Sewer Department
Sewer line – upgrade sewer line and pump station along I-75 to 36" interceptor at Chemical Products	X					\$1,000,000	General Fund, User Fees	Water & Sewer Department
Replace sewer along Petit Creek	X					\$1,850,000	General Fund, User Fees	Water & Sewer Department
Sewer line – 18" line replacement Highway 41 to Pine Vista	X					\$1,000,000	General Fund, User Fees	Water & Sewer Department
Sewer line – 8" upgrade on Jones Mill	X					\$2,000,000	General Fund, User Fees	Water & Sewer Department
Continue loop of City with 36" line from Old Mill to Mission Rd.			X			\$4,000,000	General Fund, User Fees	Water & Sewer Department
Water line – 10" replacement on Cassville Rd. to Cherokee on Erwin Street	X					\$450,000	General Fund, User Fees	Water & Sewer Department
Water meter change out	X	X	X	X	X	\$600,000/year	General Fund, User Fees	Water & Sewer Department
Install sodium hypochlorite at water plant	X					\$525,000	General Fund, User Fees	Water & Sewer Department

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Water line – Center Rd to Main Street	X					\$500,000	General Fund, User Fees	Water & Sewer Department
Nutrient removal upgrade at waste water treatment plant	X	X				\$25,000,000	General Fund, User Fees	Water & Sewer Department
Upgrade Water Treatment Plant to 33 MGD	X					\$10,000,000	General Fund, User Fees	Water & Sewer Department
Consideration of reducing water & sewer capacity fees by 50% for a portion of the current year.	X					n/a	n/a	Council, Water & Sewer Department

Housing

Actively pursue opportunities with the Etowah Area Consolidated Housing Authority as a partner in the creation of affordable housing	X	X	X	X	X	n/a	Housing Authority Budget	Housing Authority
Proactively pursue opportunities for partnerships with non-profit agencies in the creation of affordable housing opportunities	X	X	X	X	X	n/a	General Fund	City Council
Promote homeownership. Continue to pursue down payment and closing cost assistance through organization of CHIP initiatives with the assistance of the Housing and Development Authority of Bartow County and the Etowah Area Consolidated Housing Authority	X	X	X	X	X	n/a	General Fund	Planning
Continue the CHIP home buyer education program.	X	X	X	X	X	n/a	General Fund	City Council
Increase code enforcement within targeted neighborhoods of the City	X	X	X	X	X	n/a	General Fund	Planning

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Investigate potential programs to assist with maintenance and rehabilitation and make information on these programs available to its residents	X	X	X	X	X	n/a	General Fund	Planning
Work with the Police Department to address crime concerns in selected neighborhoods	X	X	X	X	X	variable	General Fund	Police Dept
Continue to implement the mechanisms in place to foster the development of alternative forms of housing, such as mixed-use zoning, overlay districts, supplemented by the Character Area objectives and design guidelines	X	X	X	X	X	n/a	General Fund	City Council, Planning
Consider adopting density bonus provisions for residential in any Character Area promoting mixed-use structures, or a mix of uses including residential	X	X				n/a	General Fund	City Council, Planning
Support the initiatives, projects and activities developed through the Georgia Initiative for Community Housing committee.	X	X	X	X	X	n/a	General Fund	City Council
Identify sites appropriate for senior housing alternatives	X	X				n/a	General Fund	Planning, GIS

Land Use

Update land use and zoning maps	X	X	X	X	X	\$3,000/year	General Fund	Planning, GIS
Review and revise development ordinances to create new districts and adjust existing districts to support the intent and implementation of the Character Areas, and ensure that development regulations are aligned with the guiding principles and policies of the CP	X	X	X	X	X	n/a	General Fund	City Council, Planning
Revise the Future Development Map to accommodate additional mixed-use developments with residential components and areas of higher density residential.			X			\$10,000	General Fund	Planning, GIS

Short Term Work Program

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Revise development ordinances to reflect quality growth standards such as signs, landscaping and architectural design	X					\$20,000	General Fund	City Council, Planning
Revise the sign ordinance to modernize document and reduce visual clutter	X					\$8,000	General Fund	City Council, Planning
Develop master planning for each Character Area, and specific architectural design standards for Character Areas where appropriate			X			\$22,000	General Fund	City Council, Planning
Identify strategies and recommended improvements as outlined in the adopted 2010 Urban Redevelopment Plan for North Towne,,North west Industrial and South Industrial areas		X	X	X		n/a	General Fund	City Council, Planning
Refine, and create an Overlay District for the Tennessee Street Corridor		X				\$11,000	General Fund	City Council, Planning
Coordinate with the City of Emerson on annexation borders, transportation and utility provision.	X	X	X	X	X	n/a	General Fund	City Council
Review this Plan yearly during the budget/STWP update in terms of actual population, map amendments and actual development	X	X	X	X	X	n/a	General Fund	City Council
Develop a public art program, and identify streetscape, lighting and associated elements design opportunities throughout the City, for civic facilities, public spaces and into roadway design. Consider adopting regulations to require improvements.	X	X	X	X	X	variable	General Fund	City Council, DDA
Create gateway features to highlight the entrances to special places and a strong identity program for unique historical resources, street signs with neighborhood names, and destination signs pointing to and from points of interest	X	X	X	X	X	variable	General Fund	City Council, DDA

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Develop specific streetscape standards in appropriate Character Areas, and require for all new developments and redevelopment, and in the downtown/Main Street area;		X	X			n/a	General Fund	City Council, Planning, Engineering, DDA
Redesign where possible and incorporate the railroad into the overall downtown streetscape and continue "Quiet Zone" efforts.	X	X	X	X	X	n/a	General Fund	Engineering, DDA, Council
Adopt a Post Construction Stormwater Management Ordinance.	X					n/a	General Fund	Engineering, Stormwater
Adopt Low Impact Development Ordinance	X					n/a	General Fund	Engineering, Stormwater



City of Cartersville

City Council Meeting
1/3/2013 7:00:00 PM
Electric Cities of Georgia

SubCategory:	Resolutions
Department Name:	Electric
Department Summary Recommendation:	Electric Cities of Georgia (ECG) is a non-profit joint action organization that provides retail energy services to the City of Cartersville Electric System. These services include training, joint purchasing, legislative and regulatory, economic development, national accounts, cost of service studies, rate assistance, system inspections and many others. Our existing contract with ECG expires June 30, 2013. Attached is a resolution and a new contract which was formed with input from participants. Predominate changes in the new contract involve the methodology of pricing services rendered and this contract is an intergovernmental agreement between the participants as opposed to an agreement with ECG. I recommend approval of this resolution and contract.
City Manager's Remarks:	ECG provides many services to our Electric Department and I recommend approval of this intergovernmental agreement and resolution.
Financial/Budget Certification:	The various ECG services are budgeted items.
Legal:	Keith Lovell has reviewed the resolution and contract.
Associated Information:	Employment verification documentation is included within the contract.

Resolution No. _____**A RESOLUTION OF THE CITY OF CARTERSVILLE**

APPROVING THE INTERGOVERNMENTAL PARTICIPANT CONTRACT AMONG ALL PARTICIPANTS RESPECTING PARTICIPATION IN ELECTRIC CITIES OF GEORGIA, INC.; AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF SUCH CONTRACT; AND FOR OTHER PURPOSES

WHEREAS, all 52 political subdivisions or other governmental bodies owning or operating electric distribution systems in the State of Georgia (the “Participants”), including City of Cartersville (the “Participant”), caused to be formed Electric Cities of Georgia, Inc. (“ECG”), as successor to GMA’s Electric Section, on September 2, 1992, in order to facilitate increased joint action among the Participants; and

WHEREAS, ECG is a Georgia nonprofit corporation under the Georgia Nonprofit Code and an instrumentality of the Participants under Section 115 of the Internal Revenue Code; and

WHEREAS, each Participant has entered into a Participant Services Contract, as amended and supplemented (together, the “Services Contracts”) with ECG, evidencing, along with ECG’s Articles and Bylaws, (a) each Participants’ rights and obligations as an ECG Participant and (b) ECG’s rights and obligations to the Participants, including to operate for the benefit of the Participants and in furtherance of ECG’s purpose, as set forth in its Articles, “to permit each Participant to make the most efficient use of its powers by enabling it to cooperate with the other Participants on a basis of mutual advantage and thereby to provide services and facilities in a manner ... that will accord the best geographic, economic, population and other factors influencing the needs and development of local communities, thereby achieving economies of scale, maximizing the executive, managerial and professional expertise that can be made available and lessening the burdens of government”; and

WHEREAS, ECG operates on a nonprofit basis on behalf of each of the Participants, having no purpose other than to benefit the Participant directly or through economies of scale, and all of its Annual Costs and benefits are shared and allocated among the Participants; and

WHEREAS, in accordance with its Bylaws, ECG is controlled by its Board of Directors, which is elected by the Participants from nominees that are residents or employees of one of the Participants, and its Directors are obligated to perform their duties in a manner each believes to be in ECG’s best interests, which necessarily and at all times includes the Participants’ best interests; and

WHEREAS, the Participants desire to effect certain changes to their relationship with ECG and among each other to, among other things, provide more long term stability respecting each independent Service and more flexibility to improve existing Services over time and develop new services while protecting the Participants’ rights and options respecting the Services as much as practicable; and

WHEREAS, the Participants and ECG desire that the Services Contracts be terminated effective on June 30, 2013 and have caused to be drafted an Intergovernmental Participant Contract, dated as of February 1, 2013, among the Participants (the "Contract"), which replaces the Services Contracts in their entirety and provides for ECG services to continue beginning July 1, 2013 under the Contract; and

NOW, THEREFORE, be it resolved by the governing body of the Participant in a meeting duly assembled, and it is hereby resolved by authority thereof, as follows:

Section 1. The Participant hereby finds and determines that it is in its best interest to contract with the other Participants under the terms of the Contract respecting participation in ECG. Capitalized terms used herein but not defined have the meanings set forth in the Contract.

Section 2. The Participant hereby approves and authorizes the execution, delivery and performance of the Contract, including the exhibits thereto, hereby incorporated herein by reference. The Contract shall be executed by the Mayor (the "Authorized Official"), attested by the appropriate officer of the Participant, and shall have the Participant's seal affixed thereto, and shall be delivered to ECG on behalf of the other Participants, and when so executed and delivered, shall be binding upon the Participant in accordance with its terms. Execution of the Contract as authorized herein shall be conclusive evidence of the Participant's approval thereof.

Section 3. The Participant hereby authorizes the Authorized Official and the Electric Director, or either of them, to take any further actions and execute and deliver any other documents necessary to carry out the purpose of this Resolution, including without limitation completing and executing the Initial Confirmation and additional Confirmations from time to time and communicating the decisions of the Participant to ECG on behalf of the other Participants respecting any matter related to the Contract, as amended from time to time.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

ADOPTED this 3rd day of January, 2013.

CITY OF CARTERSVILLE

Mayor Matthew J. Santini

[SEAL]

Attest:

Connie Keeling, City Clerk

CITY CLERK'S CERTIFICATE

I, the undersigned City Clerk of the CITY OF CARTERSVILLE (the "Participant"), DO HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of a Resolution adopted by the Participant at an open public meeting duly and lawfully assembled in accordance with Official Code of Georgia Annotated Section 50-14-1, at which a quorum was present and acting throughout. The original of the Resolution has been duly recorded in the minute book of the Participant, which is in my custody and control.

WITNESS MY HAND this 3rd day of January, 2013.

(SEAL)

CITY OF CARTERSVILLE

Connie Keeling, City Clerk

EXECUTION VERSION

**ELECTRIC CITIES OF GEORGIA, INC.
INTERGOVERNMENTAL
PARTICIPANT CONTRACT**

BY AND AMONG

**EACH OF THE UNDERSIGNED POLITICAL SUBDIVISIONS
OF THE STATE OF GEORGIA OR
OTHER GOVERNMENTAL BODIES**

**DATED AS OF
FEBRUARY 1, 2013**

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EXHIBITS

Exhibit A – General ECG Service Provisions

- Exhibit A-1 - Education, Training & Development (ET&D)
- Exhibit A-2 - Distribution Engineering (DE)
- Exhibit A-3 - National Accounts (NA)
- Exhibit A-4 - Analytical (AN)
- Exhibit A-5 - Hosted Service
- Exhibit A-6 - Aggregated (AG)
- Exhibit A-7 - Joint Purchasing (JP)
- Exhibit A-8 - Statewide Economic and Community Development (EcCD)
- Exhibit A-9 - Annual Membership Fee

Exhibit B - Supplemental Contract Special Provisions

Exhibit C - Service Election Confirmation Form

Exhibit D - Federal Work Authorization Program

INTERGOVERNMENTAL PARTICIPANT CONTRACT

This Intergovernmental Participant Contract (the “Contract”), made and entered into as of February 1, 2013 (the “Effective Date”), by and among each of the undersigned political subdivisions of the State of Georgia or other governmental bodies formed under the laws of the State of Georgia (each a “Participant,” and collectively, the “Participants”) in accordance with the Bylaws (as defined herein) of Electric Cities of Georgia, Inc. (“ECG”).

W I T N E S S E T H:

WHEREAS, the Participants caused ECG to be created as a Georgia nonprofit corporation organized to perform services on behalf of each of the Participants pursuant to the Georgia Nonprofit Code and designated ECG as an instrumentality of each of the Participants in accordance with Section 115 of the Internal Revenue Code; and

WHEREAS, ECG and each Participant have entered into a Participant Services Contract, dated as of March 1, 2009, as amended and supplemented (together, the “Services Contracts”), for the benefit of the Participants and in furtherance of ECG’s purpose, set forth in its Articles (defined herein), “to permit each Participant to make the most efficient use of its powers by enabling it to cooperate with the other Participants on a basis of mutual advantage and thereby to provide services and facilities in a manner ... that will accord the best geographic, economic, population and other factors influencing the needs and development of local communities, thereby achieving economies of scale, maximizing the executive, managerial and professional expertise that can be made available and lessening the burdens of government”; and

WHEREAS, ECG operates on a nonprofit basis on behalf of each of the Participants, having no purpose other than to benefit the Participants directly or through economies of scale, and all of its Annual Costs and benefits are shared and allocated among the Participants; and

WHEREAS, in accordance with its Bylaws, ECG is controlled by its Board of Directors, which is elected by the Participants from nominees that shall be a resident or employee of one of the Participants; and

WHEREAS, ECG's Bylaws provide that each Director shall perform his or her duties in a manner the Director believes in good faith to be in the best interests of ECG, which necessarily and at all times include the best interests of the Participants; and

WHEREAS, the Participants desire to effect certain changes to their relationship with ECG and among each other to, among other things, provide more long term stability respecting each independent Service and more flexibility to improve existing Services over time and develop new services while protecting the Participants' rights and options respecting the Services as much as practicable; and

WHEREAS, the Participants and ECG desire that the Services Contracts be terminated effective on June 30, 2013, in accordance with ECG's notice of termination dated June 27, 2012, and have caused to be drafted this Contract, which replaces the Services Contracts in their entirety;

NOW THEREFORE:

For and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto as follows:

ARTICLE I TERM OF CONTRACT, DEFINITIONS

Section 101. Term.

(a) Initial Term. The term of this Contract shall begin and this Contract shall constitute a binding obligation of each party executing this Contract as of the Effective Date and shall extend until June 30, 2016 (the "Initial Term"). ECG shall begin providing the hereinafter defined Services on July 1, 2013 (the "Initial Service Date"). The Services Contracts shall terminate effective at midnight EST on June 30, 2013, in accordance with ECG's notice of termination thereof effective at such time; *provided* that all supplemental contracts entered into pursuant to the Services Contracts or incorporating the terms of the Services Contracts therein are intended to remain in full force and effect, becoming contracts among the Participants and supplemental hereto and incorporating the terms of this Contract therein in lieu of the terms of the Services Contracts; and *provided, further*, that the provisions of the Services Contracts (i) respecting payments due from the Participants and limitations of liability among the parties thereto shall survive such termination and (ii) ECG's duties to make payments to the Participants thereunder shall survive, *provided* that such duties shall be governed by the terms hereof in

lieu of the terms of the Services Contracts as if this Contract were an amendment, restatement, novation and merger of the Services Contracts in their entirety. For the avoidance of doubt, (i) all of ECG's obligations to the Participants (as defined in the Bylaws in effect on June 30, 2012) respecting the repayment of Contract Payments (as defined in the Services Contracts) shall survive the termination of the Services Contracts and shall remain in full force and effect in accordance with the terms set forth in Article III of the Services Contracts and (ii) this Contract constitutes the Participant Agreement (as defined in the Bylaws) as successor to the Services Contracts.

(b) Additional Terms. On the first day of each Fiscal Year (defined herein) after the Initial Service Date, this Contract shall be automatically extended for an additional 24-month period (such periods are referred to herein as the "Additional Terms," and together with the Initial Term, the "Term"), unless a party exercises its right to terminate its participation in this Contract pursuant to Section 101(c); *provided, however*, that this Contract shall terminate no later than January 30, 2063 in any event in accordance with the Intergovernmental Contracts Clause (Art. IX, Sect. III, Para. I) of the Georgia Constitution. For the avoidance of doubt, the intent of this Section is to effect rolling 24-month Terms beginning each Fiscal Year after the Initial Term, and in no event, shall an Additional Term exceed 24 months.

(c) Termination Rights. (i) Any party hereto may terminate its rights and obligations under this Contract in their entirety, or respecting particular Services, upon not less than 24 months' written notice (a "Termination Notice") to ECG in accordance with Section 407, on behalf of the other parties hereto, which termination is effective at the end of the last day of the 24-month Term next succeeding the Fiscal Year in which the applicable Termination Notice is received by ECG (such term referred to herein as a "Termination Term"). During a Termination Term, the Participant sending such notice (the "Terminating Participant") shall retain all of its rights and obligations respecting its Confirmed Services (defined herein) applicable to the Fiscal Year immediately preceding the Termination Term.

(ii) Notwithstanding anything herein to the contrary, from time to time, ECG may, at any time, suspend any Service, or any component thereof, that the Board has determined is no longer economically viable or otherwise is no longer in the best interests of the Participants upon not less than 60 days' written notice to the Participants, which notice will indicate whether the suspension is temporary or permanent. If no Participant has contested in writing the Board's determination that a permanent suspension is in the Participants' best interests within 30 days' of ECG sending notice of such determination, such suspended Service, or component thereof, shall terminate. ECG and any such

disputing Participant shall attempt to resolve any such dispute pursuant to Section 401. If no such resolution is reached, such a permanent suspension shall not take effect except pursuant to an amendment hereof in accordance with Section 403.

(iii) Each Participant shall have the right to terminate, suspend or reduce any or all Service(s) in the event continuing such Services would result in substantial economic hardship to such Participant as determined in the Board's reasonable discretion upon sufficient evidence of such hardship, which evidence may include, without limitation, substantial, long term Participant net revenue loss and other appropriate facts, including, without limitation, whether the Participant is treating other membership organizations and service providers similarly, if possible.

(iv) To the extent that a Participant has terminated its participation in this Contract at any time, or has terminated its participation in any Service two or more consecutive times, the Board may refuse to readmit a Participant as a party to this Contract on behalf of the other Participants, or provide the applicable Service(s) and ECG shall have no duty to provide any such Service(s), if the Board determines that doing so is likely to have a material adverse effect on the remaining Participants.

Section 102. Intergovernmental Contract. This Contract shall be an intergovernmental contract pursuant to Art. IX, Sect. III, Para. I of the Georgia Constitution, whereby each Participant agrees with the other Participants to fulfill its respective obligations hereunder, including concerning the costs incurred and revenues received by, and payment requirements and other rights and obligations, to ECG, as the actions of each Participant hereunder related to this Contract necessarily affect the other Participants. ECG shall be a third party beneficiary of this Contract. Each Participant hereby commits to the other Participants that it will utilize its voting power as a Participant of ECG as provided for in its Bylaws and Articles in such a manner as to require ECG to comply with all terms of this Contract.

Section 103. Definitions and Explanations of Terms.

As used herein:

“Additional Services” has the meaning set forth in Section 201(d) hereof.

“Additional Term” has the meaning set forth in Section 101(b) hereof.

“Affected Participants” has the meaning set forth in Section 403 hereof.

“Annual Budget” means with respect to a Fiscal Year, the budget or amended budget adopted by the Board, which budget shall contain itemized estimates of Annual Cost and all revenues, income, or other funds to be applied to such Annual Costs.

“Annual Membership Fee” has the meaning set forth in Article III.

“Annual Cost” means all costs and expenses attributable to the operation of ECG or the provision of the services contemplated by this Contract for a Fiscal Year, including, without limitation, salaries, performance bonuses, financing costs, debt service costs, office and equipment leases, reasonable reserves, fees for legal, accounting, consulting, and other services and all other costs and expenses properly related to the conduct of the affairs of ECG or its provision of Services hereunder.

“Articles” means ECG’s Articles of Incorporation as amended from time to time.

“Board” means the ECG Board established pursuant to ECG’s Articles and Bylaws and elected by the Participants pursuant thereto.

“Bylaws” means ECG’s Bylaws as amended from time to time.

“Confirmation” has the meaning set forth in Section 201(d).

“Confirmed Services” means, collectively, (a) the Initial Services or Additional Services that a Participant has agreed to take during the applicable Term, including the type and quantity of such Services, and (b) new or additional Services, or additional quantities of Service in excess of its Confirmed Services, if applicable, that the applicable Participant has requested, from time to time, in accordance with Section 201(d).

“Contract” means this Contract entered into among the Participants, as the same may be amended from time to time.

“ECG” means Electric Cities of Georgia, Inc.

“Fiscal Year” means July 1 to June 30 each year or such other 12 month period designated by ECG.

“Initial Confirmation” has the meaning set forth in Section 201(b).

“Initial Services” has the meaning set forth in Section 201(b).

“Initial Term” has the meaning set forth in Section 101.

“Monthly Billing Statement” means the billing statement rendered monthly to the Participants by ECG for each such Participants’ allocable portion of budgeted Annual Costs calculated in accordance herewith.

“Non-Participant” means any person or entity other than the Participants.

“Other Services” has the meaning set forth in Section 201(f).

“Participant” means any one of the Participants.

“Participants” means all political subdivisions or other governmental entities that are parties hereto or applicable subset thereof as indicated herein.

“Quantity Services” means the Services that have a quantity pricing component, i.e., Services the Annual Costs of which are allocated based, in whole or in part, on the quantity of the services use, e.g., hours used and training sessions attended.

“Reduction Year” has the meaning set forth in Section 201(c).

“Reduction Notice” has the meaning set forth in Section 201(c).

“Reduction Right” has the meaning set forth in Section 201(c).

“Services” means the services available to Participants from ECG hereunder. Initially, the Services are the Initial Services.

“Termination Notice” has the meaning set forth in Section 101(c).

“Termination Term” has the meaning set forth in Section 101(c).

“Terminating Participant” has the meaning set forth in Section 101(c).

“YES Amounts” has the meaning set forth in Section 205.

ARTICLE II CERTAIN OBLIGATIONS

Section 201. Budgeting and Service Confirmation.

(a) Budgeting. ECG will prepare and submit to the Participants a draft Annual Budget and final Annual Budget prior to the beginning of the next succeeding Fiscal Year. As required from time to time during any Fiscal Year, after notice to the Participants, the Board may adopt an amended Annual Budget for and applicable to such Fiscal Year for the remainder of such Fiscal Year. The Annual Budget for any Fiscal Year shall contain all of ECG's expected Annual Costs for such Fiscal Year, including, without limitation, reserves for potential Annual Costs in subsequent Fiscal Years. Aggregate Annual Budget increases over the Initial Term or any 24-month Renewal Term shall be limited to 10%. In calculating the amount of any such increases, ECG shall exclude increases related to (i) any Participant or Non-Participant increasing any Quantity Services or adding a new Service, (ii) any new Services, or component thereof, offered by ECG, (iii) any Participant exercising its rights hereunder, and (iv) directly

related to expected changes in Annual Costs beyond ECG's reasonable control, but reasonably necessary to maintain the quality of the Services.

(b) Initial Services. During the Initial Term, ECG shall offer the Participants the services listed on Exhibit A hereto, which is incorporated herein (the "Initial Services"), and provide the Initial Services to the applicable Participants that agree to take particular Initial Services by completing and executing an Initial Services confirmation form in substantially the form attached hereto as Exhibit C, which is incorporated herein (the "Initial Confirmation"), which Initial Confirmation shall be completed by April 30, 2013; *provided, however*, in the event that a Participant fails to complete, execute and deliver such Initial Confirmation, ECG shall (i) complete the Initial Confirmation on such Participant's behalf assuming that it desires to receive Initial Services hereunder substantially similar (in quality and quantity) to the services it received from ECG in the final Fiscal Year of the applicable Participant's Services Contract, except as modified herein, and (ii) provide a copy of any such ECG completed Initial Confirmation to such Participant on or before May 15, 2013; and such ECG completed Initial Confirmation shall take effect unless the applicable Participant delivers a complete and executed Confirmation to ECG by June 1, 2013.

(c) Reducing Quantity Services. A Participant may, at any time, reduce the quantity of a Quantity Service that it has a duty to receive, or for which it has payment obligations hereunder, during any succeeding Fiscal Year (each a "Reduction Year") beginning after not less than 24 months' written notice (a "Reduction Notice") to ECG, on behalf of the other Participants (such right to reduce is referred to herein as the "Reduction Right").

(d) Increasing Services. A Participant may, at any time, request that ECG provide it Services in addition to its Confirmed Services or an additional quantity of one or more of its Confirmed Services for Quantity Services ("Additional Services"), such request, and ECG's acknowledgment of its duty to fulfill it, to be evidenced by a confirmation in substantially the form as provided by ECG (the "Confirmation") executed by the requesting Participant and ECG. Any such Additional Service shall be provided by ECG, and received by the applicable Participant, for a 24-month Term beginning on the first day of the next succeeding Fiscal Year after execution and delivery of the applicable Confirmation, subject to annual renewal in accordance with Section 101, unless the Board has determined that the provision of such Additional Service will have a material adverse effect on any other Participant. At the request of a Participant, ECG, in its sole discretion, may begin providing any such Additional Service prior to the next Fiscal Year on terms mutually agreeable to ECG and the requesting Participant;

provided that, prior to so agreeing, ECG has determined that the early provision of such Additional Service will not have a material adverse effect on ECG or any other Participant.

(e) Additional Term Assumptions. In the event that a Participant fails to deliver a Confirmation or Reduction Notice respecting an Additional Term, the rights and obligations of such Participant hereunder shall remain the same for such Additional Term as they were during the immediate prior Fiscal Year, not taking into account Reduction Rights effective in such prior Fiscal Year, if any.

(f) Other Services. ECG may, directly or through an affiliate, offer, or Participants may request, other services from time to time not expressly provided for hereunder (“Other Services”). Except to the extent indicated in writing, Other Services shall be provided in accordance with the terms of this Contract, *provided* that a description of such Other Services and rates applicable thereto shall be set forth in writing prior to ECG providing any such Other Services.

(g) Services Flexibility. Exhibit A contains certain special provisions respecting certain Services.

Section 202. Records and Accounts; Annual Audit. ECG shall keep accurate records and accounts. Said accounts shall be subject to an annual audit by a firm of independent certified public accountants experienced in accounting for governmental or nonprofit entities to be submitted to ECG within 120 days after the close of each Fiscal Year. A copy of the annual audit shall be delivered to the Board, and made available to the Participants upon request.

Section 203. Monthly Billing. ECG shall bill the Participants each month during each Fiscal Year by providing each Participant with a Monthly Billing Statement for such month in an amount determined in accordance with the provisions of Exhibit A hereof. Such Monthly Billing Statement shall be paid by each Participant on or before the 10th day from the dated date of such Monthly Billing Statement. All payments from a Participant to ECG shall be by electronic funds transfer/ACH. Amounts due and not paid by a Participant on or before said day shall bear an additional charge of 1-1/2% percent per month for each month until the amount due is paid in full. At the end of each Fiscal Year, adjustments of billing shall be made in accordance with Section 205 hereof.

Section 204. Disputed Monthly Billing Statement. In case any portion of any Monthly Billing Statement received by a Participant from ECG shall be in bona fide dispute, such Participant shall pay the full amount of such Monthly Billing Statement, and, upon determination of the correct amount, the difference between such correct amount and such full amount, if any, shall be credited to such Participant by ECG after such determination. In the event such Monthly Billing Statement is in dispute, ECG shall give consideration to such dispute and shall advise such Participant with regard to ECG's position relative thereto within 30 days following written notification by such Participant of such dispute by registered or certified mail. If such Participant continues to dispute ECG's position, said issue shall be submitted to binding arbitration pursuant to Section 401 hereof.

Section 205. Annual True-Up. Within a reasonable period after the end of each Fiscal Year, ECG shall determine if the aggregate amounts paid by the Participants with respect to the applicable Services was sufficient to provide recovery of all of the Annual Costs incurred by ECG with respect to such Services. In the event of an under recovery with respect to any such Service, ECG shall bill amounts respecting such under recovery to the applicable Participants. Similarly, amounts respecting an over recovery with respect to any such Service ("YES Amounts") shall (a) be paid to the applicable Participants or credited to ECG's succeeding Monthly Billing Statement(s) to the applicable Participants, at ECG's discretion, or (b) if an applicable Participant has provided written direction to ECG approving it, ECG may, at ECG's discretion, retain all or a portion of the over recovery amount allocable to such Participant on its behalf for use at the written direction of the applicable Participant, *provided* that the ECG Board may establish rules and policies regarding such retained amounts.

Section 206. Event of Default. Failure of a Participant to make any of the payments due under this Contract to ECG shall constitute a default on the part of such Participant hereunder. In the event of any such default, such Participant shall not be relieved of its liability for payment of the amounts in default, and the other Participants, and ECG on their behalf, shall have the right to recover from the defaulting Participant any amount in default. In addition to all other remedies available at law or in equity, ECG, on behalf of the other Participants, may terminate its and the other Participants obligations to the defaulting Participant or suspend the provision of any Services to such Participant hereunder during the continuance of any such default by such Participant. For the avoidance of doubt, a payment default by a Participant shall result in an under recovery in applicable Services to which such nonpayment relates. In

the event of litigation relating to the subject matter of this Agreement, the non-prevailing party (including ECG and the Participants) shall reimburse the prevailing party (including ECG and the Participants) for all reasonable attorney fees and costs resulting therefrom.

Section 207. Dissolution of ECG. Pursuant to ECG's Bylaws, in the event of the dissolution of ECG, all assets of ECG, after payment of all amounts due from ECG to third parties and to Participants, shall be allocated among, and paid to, the Participants, such allocation to be at the sole discretion of the Board.

ARTICLE III ANNUAL MEMBERSHIP

Section 301. Annual Membership. Similar to most other national and statewide trade organizations, the ECG Board may establish, from time to time, an annual fee for membership in ECG to fund certain overheads and core services to all Participants (the "Annual Membership Fee"), which shall be allocated among the Participants as set forth in Exhibit A hereto; *provided* that any increase in the Annual Membership Fee shall take effect on the first day of the next Fiscal Year beginning at least 24 months after approval thereof and after the Initial Term; *provided, further*, all Non-Participants receiving services from ECG shall be, and currently are being, charged fees in accordance with Section 411 and ECG shall work in good faith to implement a corporate or associate membership program with associated fees to benefit the Participants similar to most other national and statewide trade organizations. The initial aggregate Annual Membership Fee shall not exceed \$300,000.

ARTICLE IV MISCELLANEOUS GENERAL PROVISIONS

Section 401. Conflict Resolution. Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration, which, except as noted below, shall be conducted in accordance with the American Arbitration Association Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The following procedures shall apply with respect to any arbitration conducted in accordance with this Article:

(a) The arbitration proceeding shall be initiated by written notice identifying each claim. The parties shall work together in good faith to choose a single arbitrator agreeable to both parties. In the event the parties are unable to agree upon a single arbitrator, said arbitrator shall be chosen in accordance with the American Arbitration Association Commercial Arbitration Rules.

(b) The arbitration hearing shall be conducted either at the corporate headquarters of ECG or located within the governmental offices of the claimant. Said arbitration hearing shall be scheduled no later than 30 days upon completion of the selection of the three arbitrators.

(c) The arbitration proceeding shall be conducted in accordance with Georgia Rules of Evidence.

(d) The arbitrator shall have the right to assess the costs of the arbitration proceedings among the parties, including attorney's fees and costs to the prevailing party, but shall not have the authority to award punitive damages to the prevailing party.

Section 402. Assignment of Contract. This Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Contract; *provided, however*, that neither this Contract nor any interest herein shall be transferred or assigned by any party hereto except with the consent in writing of the other parties hereto, or ECG on behalf of the other Participants; *provided, further*, that such consent shall not be withheld unreasonably. No assignment or transfer of this Contract shall relieve the parties of any obligation hereunder. Assignment of any interest in this Contract by ECG to its lender(s) is hereby expressly approved and consented to.

Section 403. Amendment of Contract; Waiver. This Contract, including the exhibits, schedules, confirmations, attachments, and other documents related hereto, may be amended by instrument in writing executed with the same formality as this Contract; *provided, however*, that this Contract may be amended with the written approval of 75% of the Participants that would be affected by such amendment ("Affected Participants") using, (a) for amendments affecting all Services, the same weighted vote methodology set forth in the ECG Bylaws respecting the election of the Board, or (b) for amendments affecting less than all Services, the same such methodology except that the total dollar amount of the Annual Budget for the applicable Service and the Affected Participants' share thereof shall

be substituted for the total dollar amount of Services for which the Participants have agreed to receive, such approval to be evidenced by a written instrument executed and delivered by a sufficient number of the Affected Participants; *provided further* that no such amendment shall take effect upon the prior written objection of any Affected Participant, the Annual Costs allocable to which would be increased solely due to such amendment by more than 15% from the immediately prior Fiscal Year's Annual Budget compared to the same Annual Budget had the amendment been in effect for such Fiscal Year. For the avoidance of doubt, if a proposed amendment related to the description of, or allocation methodology of a single Service, then the Affected Participants shall only include those Participants that have agreed to receive such Service during the current and next succeeding Fiscal Year. ECG, on behalf of the Participants, may waive any provision of the Contract, from time to time, if the Board determines that such waiver will not have a material adverse effect on the Participants.

Section 404. Severability. In case any one or more of the provisions of this Contract shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Contract shall be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract shall be construed to adopt, but not to enlarge upon, all the applicable provisions of the Constitution and general laws of Georgia, and, if any provisions hereof conflict with any applicable provision of said Constitution or laws, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

Section 405. Governing Law. This Contract shall be governed by the laws of the State of Georgia.

Section 406. Counterparts. This Contract may be executed in multiple counterparts, and any one of such counterparts shall be considered an original hereof.

Section 407. Notices. Except as otherwise noted, all notices, requests, demands and other communications hereunder shall be in writing and shall be delivered personally, sent by nationally recognized overnight courier, or sent by facsimile transmission or electronic means (delivery receipt requested), in each case addressed to the appropriate party at the address shown in applicable

Confirmation or at such other address as such party shall have previously designated by written notice delivered to the party giving such notice. Except as otherwise permitted, any notice given in accordance herewith shall be deemed to have been given and received when delivered to the addressee, which delivery may be evidenced by (i) signed receipt of the addressee given to the courier or postal service, or (ii) by confirmed facsimile transmission or confirmed electronic means as provided in the following sentence, as the case may be. Notice by facsimile transmission or electronic means shall be deemed given and received upon transmission by the notifier of a faxed notice to the facsimile number or electronic mail address set forth above or designated pursuant to this Section, with confirmation on the sender's machine of the success of the facsimile or electronic transmission, as applicable. Notices respecting terminating a Services, adding Additional Services or Reduction Rights are effective only after ECG has confirmed receipt thereof in writing.

Section 408. Limitation of Damages. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS CONTRACT, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER, AND THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN FOR BREACH OF ANY PROVISION HEREOF, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER, AND ALL OTHER REMEDIES OR DAMAGES FOR A BREACH HEREUNDER ARE WAIVED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL ANY OBLIGOR BE LIABLE TO ANY OTHER PARTY UNDER ANY PROVISION OF THIS CONTRACT OR IN CONNECTION WITH THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, IN TORT, CONTRACT, OR OTHERWISE IN CONNECTION WITH THIS CONTRACT. TO THE EXTENT ANY PAYMENT REQUIRED TO BE MADE PURSUANT TO ANY PROVISION OF THIS CONTRACT IS AGREED BY THE PARTIES TO CONSTITUTE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE ACTUAL DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, AND THAT SUCH PAYMENT CONSTITUTES A REASONABLE APPROXIMATION OF THE AMOUNT OF SUCH DAMAGES.

Section 409. Force Majeure. As used in this Contract, “Force Majeure Event” means any act or event whether foreseen or unforeseen, that meets all of the following tests:

(a) The act or event prevents a party (the “Nonperforming Party”), in whole or in part, from: performing its obligations under this Contract; or satisfying any conditions to the other party’s obligations under this Contract.

(b) The act or event is beyond the reasonable control of and not the fault of the Nonperforming Party.

(c) The Nonperforming Party has been unable to avoid or overcome the act or event by the exercise of due diligence.

Despite the preceding definition of a Force Majeure Event, a Force Majeure Event excludes economic hardship, changes in market conditions or insufficiency of funds.

In the event of a named storm, tornado recorded by the National Weather Service, or other severe weather events (collectively, “Adverse Weather Event”) or Force Majeure Event, the obligation to provide Services to Participant is suspended for a period of time reasonably appropriate to the Adverse Weather Event or Force Majeure Event to the extent performance of such Service requires ECG’s employees or contractors to be located in physical proximity to such events. In the event of substantial system damage to Participant’s distribution or transmission system (which will be communicated to ECG by Participant), Services will be suspended to the applicable Participant until notice is given to ECG by such Participant that it is ready to resume the Services.

Section 410. Inconsistency. In the event of any inconsistency among any of the following documents, the relevant document first listed below shall govern: (a) the exhibits and schedules to any Confirmation; (b) a Confirmation; (c) the exhibits and schedules hereto; and (d) this Contract.

Section 411. Purchase of Services by Non-Participants. ECG may provide services to Non-Participants subject to a determination by ECG that it has the capacity to provide the services requested by the Non-Participant. The fee for services charged by ECG to Non-Participants shall be established by the Board taking into account market conditions and the best interest of the Participants.

Section 412. New Participants. ECG is authorized to accept additional Participants on behalf of the Participants, which must be a political subdivision, authority, instrumentality or other governmental entity of the State of Georgia or any political subdivision thereof, which shall be effected by any such additional Participant(s) executing a counterpart of this Contract at any time; *provided*, that any such new Participant may be required to pay an entry charge determined by the Board and designed to protect the economic interests of the existing Participants; and *provided further*, that no such new Participant shall be accepted without the approval of the Board. The methodology pursuant to which Annual Costs for a Service are allocated among applicable Participants taking such Services may be amended or supplemented to account for appropriate modifications thereto related to a new Participant not being an electric utility, e.g., converting MMBtu sales to kWh sale respecting a natural gas utility.

Section 413. Terms and Conditions. Service hereunder shall be in accordance with such other terms and conditions as are established as part of ECG's service rules and regulations, which may be established by the Board but shall not be inconsistent with the provisions of this Contract. For the avoidance of doubt, any Service may be provided by subcontractors on ECG's behalf.

Section 414. Survival. Provisions of this Contract related to payment obligations, liability limitations, dispute resolution and other provision to the extent necessary to effect such provisions shall survive the termination of this Contract or any Service. Further, to the extent that an Annual Cost is incurred by ECG that directly relates to a Service rendered in a prior Fiscal Year and not the then current Fiscal Year (e.g., ECG is sued in the current Fiscal Year related to services rendered in a prior Fiscal Year), ECG may allocate, and the applicable Participants shall owe ECG for, such Annual Cost as if such Annual Cost had been incurred by ECG in such prior Fiscal Year.

Section 415. New Services. From time to time, ECG may offer new services hereunder to the Participants, which shall be effected in writing, including, without limitation, via a supplemental contract incorporating all or a portion of the terms hereof, and may be among all or any subset of the Participants. Upon any such new service being agreed to by any Participant, Exhibits A or B, as applicable, may be revised to, *inter alia*, reflect the terms of such new service.

IN WITNESS WHEREOF, each Participant has caused this Contract to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Participants to each other is hereby acknowledged, all as of the day and year first above written.

[Signature Pages Begin on Next Page]

PARTICIPANT:
CITY OR COMMISSION OF

By: _____

Print Name: _____

Print Title: _____

Attest: _____

Print Name: _____

Print Title: _____

(SEAL)

[Intergovernmental Participant Contract,
As of February 1, 2013,
Among all ECG Participants]

Acknowledge, agreed to and
accepted by ECG:

ELECTRIC CITIES OF GEORGIA, INC.

By: _____
Chairman

Attest: _____
Secretary-Treasurer

(SEAL)

(SIGNATURES CONTINUE ON NEXT PAGE)

Exhibit A

GENERAL ECG SERVICE PROVISIONS

Allocation of Annual Costs Among Services. In preparing the Annual Budget and any adjustments or amendments thereto pursuant to the Intergovernmental Participant Contract (the “Contract”), made and entered into as of February 1, 2013, by and among each of the political subdivisions of the State of Georgia or other governmental bodies (each a “Participant,” and collectively, the “Participants”), in accordance with the Bylaws of Electric Cities of Georgia, Inc. (“ECG”; capitalized terms set forth in this Exhibit have the respective means set forth in the Contract), each of the cost items included within the Annual Cost shall either be allocated among the Services on the basis of the ECG employee responsible for incurring or initiating said costs or to the Service(s) directly benefited by the cost item or as otherwise designated by ECG in the Annual Budget.

Allocation of Costs to Participants. The Initial Services are described in, and Annual Costs shall be allocated among the Participants agreeing to receive a Service, as evidenced by an Initial Confirmation, Confirmation or otherwise evidenced in writing (i.e., confirming the applicable Participant’s agreement to receive such Service), pursuant to the methodologies set forth in Exhibits A-1 through A-9 hereof (each of which are sub-exhibits to this Exhibit and a part hereof), as updated from time to time pursuant to the Contract. Certain Services may be provided by ECG in accordance with supplemental contracts, special provisions related to which are set forth in Exhibit B to the Contract (which is a sub-exhibit to this Exhibit and a part hereof). ECG shall comply with Exhibit D to the Contract for all Services to the extent required by law.

Information. Participants shall provide ECG with any information it reasonably requests related to providing the Services or related to the Contract. From time to time, the Board shall determine the most reliable source of information necessary to effect the Contract in accordance herewith. To the extent practicable, the sources of such information shall be the same for all Services using substantially similar information. Issues related to effecting the Services or making the allocations provided for hereunder, shall be resolved by the Board in a manner not inconsistent herewith.

Monthly Billing Statements. Unless otherwise provided respecting a Service, each Participant’s Monthly Billing Statement shall reflect 1/12th of the amounts owed by the applicable Participant for the applicable Fiscal Year for its Confirmed Services and any Annual Membership Fee in accordance with the Annual Budget, plus any other amounts due and owing from Participant to ECG hereunder or otherwise.

Definitions. As used in this Exhibit:

“Net Kilowatt Hour Purchases” means a Participant’s total kilowatt hour purchases, except for loads served directly from the Integrated Transmission System through a dedicated substation, for the prior Fiscal Year, or for Participants not providing electric Service, such other appropriate calculations to be determined by the Board.

“Electric Sales” has the meaning set forth in Exhibit A-8.

Exhibit A-1

Education, Training & Development (ET&D)

The Education, Training & Development (“ET&D”) Service includes providing training programs relating to the development of a skilled and educated work force to support retail distribution systems and local government operations.

Annual Costs for the ET&D Service shall be allocated by ECG in its discretion into two categories: Standard Costs and Special Costs.

Standard Costs. Standard Costs shall be allocated to each Participant confirming its agreement to receive the ET&D Service for a Fiscal Year (together, the “ET&D Participants”) based upon a fixed and variable charge. The fixed component of such charge shall be determined by dividing the administrative overhead costs allocated to such Service by the number of ET&D Participants; the variable component (all Standard Costs excluding the fixed component) of such charge shall be determined by allocating the variable costs of such Service to each ET&D Participant based upon a percentage reflecting the total number of electric system employees of each such ET&D Participant budgeted to be trained by ECG as a percent of the total number of electric system employees of all Participants budgeted to be trained by ECG for the current Fiscal Year.

Special Costs. Prior to the adoption of the final Annual Budget each Fiscal Year, ECG shall notify the ET&D Participants of training sessions and other events and products that it plans to make available during the next succeeding Fiscal Year as “Special Cost” events or products and the expected price for each such Special Cost event or product. In accordance with the Contract, each ET&D Participant will confirm a total amount it intends to spend for Special Cost events or products during each Fiscal Year of the applicable Term (“Confirmed Amounts”). ECG shall provide ET&D Participants at least 45 days’ advanced notice of all Special Cost events and products and ET&D Participants (a) may register with ECG for attendance at any such event at least 30 days’ in advance thereof and (b) shall pay the related Special Costs in advance thereof in accordance with the procedures described below. Any such event or product may be cancelled, rescheduled or discontinued in ECG’s discretion. The Monthly Billing Statement for any Special Cost shall be calculated on a cumulative year to date basis so that the total amount billed year to date shall be equal to the greater of either (i) total amount of events registered for, or products purchased, to date or (ii) Confirmed Amounts year to date billed in 1/12th monthly increments. If the amount paid to ECG year to date on the date of such an event or product purchase is insufficient to compensate ECG for the budgeted Annual Cost for such event or product purchase together with such ET&D Participant’s share of all Special Costs to date, such ET&D Participant may attend such event or purchase such produce by paying the Special Cost thereof in advance. ECG may, in its sole discretion, permit late or onsite registration, but may charge the requesting ET&D Participant a premium.

Over and Under Recoveries. Over and under recoveries related to the ET&D Service shall be allocated on the same basis that Standard Costs are allocated. In making such determination, ECG shall include as incurred costs any amounts that it reimburses to an ET&D Participant or a Non-Participant with respect to un-utilized Confirmed Amounts.

ECG hereby establishes an ET&D reserve fund (each, an “ET&D Fund”) for each ET&D Participant. The ECG Board may establish rules and policies regarding such ET&D Funds. At the end of each Fiscal Year, ET&D Participants with an ET&D Fund shall have the option to (a) deposit all or any portion of any over recovery amounts allocable to such ET&D Participant in its ET&D Fund or (b) exercise any option then available to Participants respecting YES Amounts in accordance with the Contract. Option (a) set forth in this section shall be the default option if no written directions are received by ECG from the applicable ET&D Participant before the end of the then current Fiscal Year. ET&D Funds shall be accounted for on a Participant-by-Participant basis.

Exhibit A-2

Distribution Engineering (DE)

The Distribution Engineering (DE) Service includes providing engineering and design support to promote a predictable, efficient and economical delivery of electric service at the retail level.

The Annual Costs for the DE Service shall be allocated to each Participant confirming its agreement to receive such Service for a Fiscal Year (together, the “DE Participants”) pursuant to the methodology set forth below. Over and under recoveries related to such Service shall be allocated on the same basis.

Detailed Description of Methodology for Allocation

DE Annual Costs shall be allocated to each DE Participant based upon a fixed and variable charge. The fixed component of such charge shall be determined by dividing the administrative overhead Costs allocated to the DE Service by the number of DE Participants; the variable component (all DE Annual Costs excluding the fixed component) of such charge shall be calculated using the following criteria weighted as indicated below:

1. Net Kilowatt Hour Purchases. A percentage based on Net Kilowatt Hour Purchases for each DE Participant divided by the total Net Kilowatt Hour Purchases of all DE Participants.
2. Customers. A percentage based on the number of electric customers, determined in a manner acceptable to the Board from time to time, initially based on the Energy Information Administration (EIA) 861 report, divided by the total number of electric customers for all DE Participants.
3. Line Miles. A percentage based on a DE Participants’ total electric line miles, determined in a manner acceptable to the Board from time to time, initially based on data provided by the Municipal Electric Authority of Georgia (“MEAG Power”) or the Participant to the extent it is not a MEAG Power customer, divided by the total of all such electric line miles for all DE Participants.
4. Average Hours Used. For existing DE Participants, a percentage based on a DE Participants’ rolling 5-year average of hours of DE Service used divided by the total of all such hours used by all DE Participants. For new DE Participants, the initial hours used allocation will be set at 250 hours until such time as actual hours used data is available.

Weighting of Criteria. The criteria shall be weighed as follows:

kWh Purchases	Customers	Line Miles	Hours
35.00%	15.00%	15.00%	35.00%

Exhibit A-3

National Accounts (NA)

The National Accounts (“NA”) Service includes assisting Participants in developing strategic relationships with national account customers.

The costs for the NA Service shall be allocated to each Participant confirming its agreement to receive such Service for a Fiscal Year (together, the “NA Participants”) based upon a fixed charge determined by allocating the costs of such Service to each NA Participant based upon a formula reflecting each such NA Participant's Electric Sales as a percent of the Electric Sales by all NA Participants. Provided, however, that the total annual amounts to be paid by each such NA Participant shall be no less than .52%, and no more than 5.2%, of the estimated annual budgeted costs for such NA Service. Any costs not recovered as a result of the application of the maximum limit shall be reallocated to each NA Participant that has not reached the maximum based upon the foregoing formula repeating such process as necessary to allocate 100% of such costs to NA Participants.

Exhibit A-4

Analytical (AN)

The Analytical (“AN”) Service is an umbrella Service, including components formerly operated under the Services Contracts as Pricing and Sales Support, Major Accounts and Energy Services. Such services are now part of the initial AN Service offering and are described as follows:

- Activities designed to support and maintain the financial viability of Participant utility systems, including cost of service studies, retail rate design, assessment of power costs adjustments, analysis of inter-participant pricing transactions, comparative rate analysis, benchmarking and associated analysis and research.
- Activities designed to attract new major accounts and to improve relationships with existing major accounts, including customer choice proposals and key accounts programs.
- Activities designed to provide a broad range of technical services to support the needs and concerns of the retail customers, including key accounts, small commercial and residential customers, and AN Participant owned facilities. Examples of the deliverables include energy audits, infrared scanning and energy efficiency programs.

Additionally, a Participant confirming its agreement to receive the AN Service (all such Participant together, the “AN Participants”) shall also have an option to participate in Hometown Connections upon agreement to pay an additional fee established by ECG. ECG may add additional components to the AN Service from time to time.

In accordance with the Contract, each AN Participants will confirm a total number of hours (“Confirmed Hours”) that it intends to use for the AN Service during each Fiscal Year of the applicable Term. The Annual Cost allocated by ECG to the AN Service shall be allocated to each AN Participant on an hourly basis. The hourly rate shall be determined for the AN Service by dividing the budgeted Annual Costs for the AN Service by the estimated total number of hours that can be generated by employees dedicated to the AN Service. The AN Participant shall be billed at the hourly rate for each hour of AN Service confirmed by it until it utilizes the total number of Confirmed Hours for the applicable Fiscal Year. If an AN Participant utilizes more than its Confirmed Hours, then it shall continue to be billed for the additional hours exceeding its Confirmed Hours at the hourly rate until such excess hours exceed 25% of applicable Confirmed Hours for the applicable Fiscal Year; for any hours utilized in excess of 125% of the Confirmed Hours for the applicable Fiscal Year, said AN Participant shall be billed at the budgeted hourly rate plus 25% (the “Premium”).

The Monthly Billing Statement shall be calculated on a cumulative year to date basis so that the total hours billed year to date shall be equal to the greater of either (i) total hours utilized to date or (ii) Confirmed Hours year to date billed in 1/12th monthly increments. ECG shall reimburse each AN Participant that has not utilized all of its Confirmed Hours for which it has paid ECG its unused Confirmed Hours times the applicable hourly rate as part of the annual true-up process provided for in the Contract; *provided, however*, that AN Participants shall not be reimbursed for any unused

Committed Hours. “Committed Hours” means 40% of each AN Participant’s Confirmed Hours for the applicable Fiscal Year.

At the end of each Fiscal Year, ECG shall determine if the aggregate amounts paid by all AN Participants were sufficient to provide recovery of all of the actual costs incurred by ECG with respect thereto. In making such determination, ECG shall include as incurred costs any amounts that it reimburses to an AN Participant or a Non-Participant with respect to un-utilized Confirmed Hours. In the event of an under recovery with respect to AN Services, ECG shall allocate such under recovery to each of the AN Participants based upon a percentage derived by dividing the total of the greater the number of hours actually utilized by and the Committed Hours applicable to each AN Participant by the total number of such hours for all AN Participants. Similarly, an over recovery with respect to the AN Service shall be allocated to the AN Participants utilizing the same formula.

Amounts received by ECG from AN Participants resulting from (a) payments collected related to using fewer AN Service hours than the applicable Committed Hours or (b) any Premium payments collected related to any hours utilized in excess of 125% of the Confirmed Hours for the applicable Fiscal Year may be retained by ECG and used for any purpose in the Board’s sole discretion; *provided* that, to the extent that there is an under recovery in the AN Service, such amounts shall be first applied thereto to reduce such under recovery. On or before April 1 of each Fiscal Year, an AN Participant may notify ECG of its desire to take an amount of hours in excess of its Committed Hours for one or more Fiscal Years respecting the AN Service. ECG shall agree to provide such excess AN Service so long as it determines that doing so is not expected to have a material adverse effect on ECG or any other Participant. Such agreement shall be evidenced by a Confirmation in a form acceptable to ECG on terms mutually agreeable to ECG and the requesting Participant.

Exhibit A-5

Hosted Service

The Hosted Service provides certain hosted, ‘cloud-based’ software solutions (each, a “Module”) whereby ECG acquires to the right to use certain software on behalf of the Participants that confirm their agreement to take any Module or Modules (together, the “Hosted Participants”). The Hosted Service is an umbrella Service for all Modules, each of which is an offering provided by ECG in accordance with all license agreements and other agreements applicable to Hosted Service software, copies of which have been provided to Hosted Participants. By confirming its desire to use a Module, each Hosted Participant has agreed to comply with the terms of such agreement individually and as if such Hosted Participants were ECG.

The initial Modules include, among other things:

- Inventory/Materials Management, which includes, tools for managing inventory and materials.
- Work Order Management (CIS), which includes, tools for managing work orders.
- Fixed Asset Work Order Management (CMMS), which includes, tools for managing fixed asset preventive and corrective maintenance work orders.
- Outage Tracking (OTS), which includes, the ability to track electric outages and report on system reliability using industry standard measurements such as SAIDI, CAIDI, SAIFI, and MAIFI.

ECG may add additional Modules from time to time.

Costs for the Hosted Service shall be allocated to the Hosted Participants for a Fiscal Year based upon the number of Modules that a Hosted Participant confirms for such Fiscal Year as a percentage of the total Modules confirmed by all Hosted Participants for such Fiscal Year. Over and under recoveries related to such Service shall be allocated on the same basis. ECG may pass through from the applicable Module software provider or the Board may establish any initial configuration/setup fees or other fees that relate to only one Hosted Participant. The Board may establish discounts from time to time for Hosted Participants confirming multiple Modules.

Exhibit A-6

Aggregated (AG)

The Aggregated (“AG”) Service is an umbrella Service for obtaining volume contracts for each Participant confirming its agreement to receive the AG Service (together, the “AG Participants”), initially including offerings such as tree trimming, pole inspection and treatment, metering testing and padmount inspection (each, an “Offering”). ECG may add additional Offerings from time to time. Such volume contracts are between a Participant and a contractor. ECG’s AG Service includes bidding and other procurement assistance only.

Such Offerings shall be offered separately and an AG Participant may confirm as many of such Offerings (“Confirmed Offerings”) as it chooses; and *provided* that, on or before April 1 of each Fiscal Year, each AG Participant may change its one or more Confirmed Offerings to any other Offerings for the next succeeding Fiscal Year by notify ECG in writing via execution and delivery of a Confirmation in a form acceptable to ECG. Additionally, if a Participant contracts with a contractor for an Offering using ECG AG Service bidding information, form contracts or other related information, then such Participant shall be deemed an AG Participant for the applicable Offering(s). The Annual Costs of the AG Service shall be allocated to the AG Participants for a Fiscal Year based upon the number of Offerings that an AG Participant confirms for such Fiscal Year as a percentage of the total Offerings confirmed by all AG Participants for such Fiscal Year. Over and under recoveries related to such Service shall be allocated on the same basis. The Board may establish discounts from time to time for AG Participants confirming more than one Offering.

Example

If there are 25 AG Participants confirming each of the tree trimming, pole inspection and treatment, metering testing and padmount inspection Offerings, each AG Participant shall be responsible for 1/100th of the total costs of all AG Service for each of its confirmed Offerings for the applicable Fiscal Year. So, if Participant A has 3 confirmed Offerings, it shall be billed for 3/100th of the total costs of all AG Service for the applicable Fiscal Year.

Exhibit A-7

Joint Purchasing (JP)

The Joint Purchasing (“JP”) Service includes, among other things:

- Aggregating annual purchase needs across members for common utility inventory items,
- Aggregating purchase needs across members for larger, product-specific buys on a quarterly or as-needed basis (such as 3-phase transformers, large switchgear, etc.),
- Developing common standards and specifications for utility inventory items, and
- Developing the mechanism to buy/sell excess inventory.

ECG may add additional inventory and products from time to time. Purchase contracts for inventory and products are between a Participant and a contractor. ECG’s JP Service includes bidding and other procurement and sales assistance only.

The Annual Costs of the JP Service shall be allocated to each Participant confirming its agreement to receive the JP Service for a Fiscal Year (together, the “JP Participants”) based upon a fixed charge determined by allocating the costs of such Service to each JP Participant based upon a formula reflecting each JP Participant's Net Kilowatt Hour Purchases as a percentage of the total Net Kilowatt Hour Purchases by all JP Participants; *provided* that the total annual amount to be paid by each such JP Participant shall be no less than 2 percent and no more than 7.5 percent of the estimated Annual Budget for the JP Service. Any costs not recovered as a result of the application of the maximum cap shall be reallocated to each JP Participant that has not reached the maximum cap based upon the foregoing formula, which process shall be repeated until all costs of the JP Service are allocated to JP Participants. Over and under recoveries related to such Service shall be allocated on the same basis.

Exhibit A-8

Statewide Economic and Community Development (EcCD)

The Statewide Economic and Community Development (“EcCD”) Service includes actively recruiting businesses and industry to the State of Georgia.

The allocation of Annual Costs of the EcCD Service to each Participant confirming its agreement to receive such Service for a Fiscal Year (each, an “EcCD Participant,” and together, the “EcCD Participants”) shall be calculated using the methodology and allocators described below. Over and under recoveries related to such Service shall be allocated on the same basis.

Allocation Cost Calculation

All allocators, including Submissions, Visits, Electric Customers and Electric Sales (“Allocators”), Participant class within each Allocator (“Class”) and fees associated with each (“Fees”) will be calculated as described below. The amount of the Annual Budget covered by the Submission and Visit Fee totals will be determined. That amount will then be subtracted from the total EcCD Annual Budget. The remaining EcCD Annual Budget will be divided equally between the Electric Customer and Electric Sales Allocators to determine the total amount to be allocated per class designation within each such Allocator. The determination respecting the annual Electric Customer and Electric Sales Fee that each class within such Allocator shall be charged shall be made by the Board during the Annual Budget process each Fiscal Year. The Fee for each Allocator applicable to each EcCD Participant, determined based on what Class it qualifies for respecting each of the four Allocators, will be added together to determine each EcCD Participant’s budgeted EcCD Annual Costs.

Allocators

1. Submissions (five year fixed Fees with Classes floating annually). ECG will calculate a number based on the number of applicable properties in an EcCD Participant’s city (or county, as applicable) submitted to potential economic development businesses (“Submissions”) for the most current five calendar years of available submissions data. Submissions data is collected by ECG in accordance with ECG’s uniform procedures and policies and obtained as needed from EcCD’s internal project database.

Each Fiscal Year, ECG will utilize a five-year rolling average (most recent five calendar years of available data as of the date on which the initial draft Annual Budget is prepared each year) to calculate the Submission average of each EcCD Participant for the next Fiscal Year. Prior to, or simultaneously with, the approval of the initial draft Annual Budget each Fiscal Year, the Board shall determine what Submission Class is applicable to each EcCD Participant during the next succeeding Fiscal Year. Class categories and Fees for Submissions are hereby set for the initial five Fiscal Years of the Contract as shown in the Submissions Classes Table set forth below. Class categories and Fees for Submissions shall be reviewed by the Board, and adjusted by the Board, if appropriate, once for each succeeding five Fiscal Year period thereafter in the fifth year of each such period for the next succeeding period.

Submissions Classes Table:

Property Submission Class	5YR Submission Range		Class Fee
Class A	-	-	\$ -
Class B	0.01	0.99	\$ 750.00
Class C	1.00	2.99	\$ 2,500.00
Class D	3.00	4.99	\$ 4,500.00
Class E	5.00	6.99	\$ 6,500.00
Class F	7.00	8.99	\$ 8,500.00
Class G	9.00	10.99	\$ 10,500.00
Class H	11.00		\$ 12,500.00

2. Visits (five year fixed Fees with Classes floating annually). ECG will calculate a number based on the number of applicable properties in an EcCD Participant's city (or county, as applicable) visited by, or meetings (live, teleconference or virtual) arranged by ECG for an EcCD Participant with, potential economic development businesses ("Visits") for the most current five calendar years of available submissions data. Visits data is collected by ECG in accordance with ECG's uniform procedures and policies and obtained as needed from EcCD's internal project database.

Each Fiscal Year, ECG will utilize a five-year rolling average (most recent five calendar years of available data as of the date on which the initial draft Annual Budget is prepared each year) to calculate the Visits average of each EcCD Participant for the next Fiscal Year. Prior to, or simultaneously with, the approval of the initial draft Annual Budget each Fiscal Year, the Board shall determine what Visits Class is applicable to each EcCD Participant during the next succeeding Fiscal Year. Class categories and Fees for Visits are hereby set for the initial five Fiscal Years of the Contract as shown in the Visits Classes Table set forth below. Class categories and Fees for Visits shall be reviewed by the Board, and adjusted by the Board, if appropriate, once for each succeeding five Fiscal Year period thereafter in the fifth year of each such period for the next succeeding period.

Visits Classes Table:

Prospect Visit Class	5YR Prospect Visit Range		Class Fee
Class A	-	-	\$ -
Class B	0.01	0.99	\$ 2,000.00
Class C	1.00	1.99	\$ 5,000.00
Class D	2.00	2.99	\$ 8,000.00
Class E	3.00	3.99	\$ 11,000.00
Class F	4.00	4.99	\$ 14,000.00
Class G	5.00	5.99	\$ 17,000.00
Class H	6.00		\$ 20,000.00

3. Electric Customers (five year fixed Classes with Fees set annually). ECG will calculate a number based on each EcCD Participant's electric customers using the process described below ("Electric Customers"). Electric Customers information shall be determined in a manner acceptable to the Board from time to time, initially based on information from the U.S. Department of Energy's Energy Information Administration's Form EIA-861 each year. The Electric Customers number will be the sum of the customer class numbers for each class calculated using 100% of industrial customers and commercial customers and 45% of residential customers and others customers, if any. The resulting numbers per class will be added together to obtain the Electric Customer number per year to be used to determine the Electric Customer Class applicable to the next succeeding five Fiscal Year period for the applicable EcCD Participant. The most recent five calendar years of available data, as of the date on which the initial draft Annual Budget is approved in the applicable year, will be used to determine each EcCD Participant's average annual Electric Customers ("Average Customers") for the next succeeding five Fiscal Year period. The Average Customers number calculated by ECG will remain fixed for the next succeeding five Fiscal Year period. The Electric Customer Classes and criteria are set forth below in the Electric Customer Classes Table for the initial five Fiscal Year period. Such process shall be repeated once for each succeeding five Fiscal Year period thereafter. Prior to, or simultaneously with, the approval of the initial draft Annual Budget each Fiscal Year, Electric Customer Fees shall be established or reviewed by the Board, and adjusted by the Board, if appropriate, for the next succeeding Fiscal Year.

Electric Customer Classes Table:

Customer Class	Electric Cust. Range (Min)	Electric Cust. Range (Max)
Class A	-	500
Class B	501	1,100
Class C	1,101	2,000
Class D	2,001	3,000
Class E	3,001	4,000
Class F	4,001	5,500
Class G	5,501	10,000
Class H	10,001	

4. Electric Sales (five year fixed classes with Fees set annually). ECG will calculate a number based on each EcCD Participant's electric sales using the process described below ("Electric Sales"). Electric Sales information shall be determined in a manner acceptable to the Board from time to time, initially based on information from the MEAG Power Corporate Billing System (MCBS) for all MEAG Power Participants and the U.S. Department of Energy's Energy Information Administration's Form EIA-861 for EcCD Participants that are not MEAG Power customer. For the purposes of this calculation, kWh sales include all kWh purchased or generated and delivered to the EcCD Participant's electric utility distribution system and excludes kWh sales based on wholesale interruptible rates. The most recent five calendar years of available data, as of the date on which the initial draft Annual Budget is approved in the applicable year, will be used to determine each EcCD Participant's average annual Electric Sales ("Average Sales") for the next succeeding five Fiscal Year period. The Average Sales number calculated by ECG will remain fixed for the next succeeding five Fiscal Year period. The kWh

Classes and criteria are set forth below in the Electric Sales Classes Table for the initial five Fiscal Year period. Such process shall be repeated once for each succeeding five Fiscal Year period thereafter. Prior to, or simultaneously with, the approval of the initial draft Annual Budget each Fiscal Year, Electric Customer Fees shall be established or reviewed by the Board, and adjusted by the Board, if appropriate, for the next succeeding Fiscal Year.

Electric Sales Classes Table:

kWh class	kWh Sold Min	kWh Sold Max
Class A	-	10,000,000
Class B	10,000,001	55,000,000
Class C	55,000,001	110,000,000
Class D	110,000,001	170,000,000
Class E	170,000,001	300,000,000
Class F	300,000,001	500,000,000
Class G	500,000,001	750,000,000
Class H	750,000,001	

Implementation Method

The methodology described above (the “EcCD Model”) shall be phased in in five equal increments over the initial five Fiscal Years of the Contract as described below and in the following table:

	Implementation Percentage per Year					
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Allocation Model	FY14	FY15	FY16	FY17	FY18	FY19
Old Model	80%	60%	50%	40%	20%	0%
EcCD Model	20%	40%	50%	60%	80%	100%

“Old Model” means the allocation methodology for the Statewide Economic Development Service under the Service Contracts, excluding use of the Budget Stabilization Reserve (BSR) Fund and adjusted for the costs related to any Participants adding or dropping the Service.

The “Old Model Budget” will be calculated for the first five Fiscal Years of the Contract based on the Fiscal Year 13 (7/1/12 to 6/31/13) Annual Budget using the Old Model. An EcCD Participant’s allocation under the Old Model will remain constant during the initial five Fiscal Year period except to the extent of changes resulting from Participants adding or dropping the service.

For example, an EcCD Participant’s costs for each Fiscal Year will be calculated using both the Old Model and the EcCD Model. Its Fiscal Year 2014 (7/1/13 – 6/31/14) EcCD Annual Budget will be calculated by multiplying the resulting Old Model amount for such Participant by 80% and adding that to its cost under the EcCD Model multiplied by 20%.

Exhibit A-9

Annual Membership Fee

The aggregate Annual Membership Fee shall be allocated to the Participants for a Fiscal Year based upon ECG's calculations using each Participant's Electric Sales and the gross revenue of its electric system ("Gross Revenue") for the most recent annual period during which such information is available as a percentage of all such amounts from all Participants, using the weighting set forth below, provided that the minimum Annual Membership Fee due from any Participant shall be \$500. By executing the Contract, the Participants agree to pay the Annual Membership Fee, if any, allocable to each. Section 205 (Annual True-Up) is not applicable to the Annual Membership Fee.

Weighting of Criteria. The criteria shall be weighed as follows:

Electric Sales	Gross Revenue
30.00%	70.00%

Exhibit B

Supplemental Contract Special Provisions

Pole Attachment Services (PAS). Pole Attachment Services (“PAS”) will continue to be provided in accordance with each of the existing Supplemental Contracts (Pole Attachment Service) (the “PAS Supplemental Contracts”), each between ECG and certain Participants (the “PAS Participants”), related thereto, originally supplemental to the Services Contracts. In accordance with Section 101 of the Contract, the PAS Supplemental Contracts, on the Initial Service Date, shall cease to be supplemental to the Service Contracts and shall be supplemental to the Contract and references to the Service Contracts or sections thereof therein shall be replaced with comparable references to the Contract or applicable sections thereof therein. To the extent there is any conflict between the terms of a PAS Supplemental Contract and the Contract (e.g., the term), the Contract shall control. Additionally, if a Participant enters into a pole attachment agreement, joint use agreement or other agreement substantially similar to those prepared and negotiated by ECG on behalf of Participants confirming PAS, or adopts resolutions or ordinances substantially similar to the terms provided for in such agreement(s), then such Participant shall be responsible to ECG for payment of a fee established by the Board in an amount that, when combined with all other funds available for such purpose, including PAS Participant payments, is sufficient to reimburse ECG for all costs it has incurred respecting the applicable agreement, ordinance or resolution. After the Effective Date, Participants may agree to take the PAS by executing and delivering a PAS Supplemental Contract conformed to the Contract in a form acceptable to ECG.

Grant Services. Grant Services will continue to be provided in accordance with each of the existing Grant Services Contracts, each between ECG and a certain Participant, related thereto, originally supplemental to the Services Contracts. In accordance with Section 101 of the Contract, such Grant Services Contracts, on the Initial Service Date, shall cease to be supplemental to the Service Contracts and shall be supplemental to the Contract and references to the Service Contracts or sections thereof therein shall be replaced with comparable references to the Contract or applicable sections thereof therein. Unless waived by ECG, Grant Services is closed to Participants desiring to take Grant Services after the Effective Date except to the extent a Participant is currently party to a Grant Services Contracts on such date; *provided* that ECG may offer additional grant service to the Participants if future grant aggregation opportunities arise and shall document and agreements resulting therefrom with Supplemental Contracts if appropriate.

Smart Grid/Grid IQ Service. The Smart Grid/Grid IQ Service will continue to be provided by ECG Smart Grid LLC pursuant to its Participant Services Contract with applicable Participants. References in any such contract to the applicable Participant’s Services Contract or sections thereof therein shall be replaced with comparable references to the Contract or applicable sections thereof therein; provided that such contract shall not be a Supplemental Contract under the Contract.

Expanded Engineering. ECG will be offering Expanded Engineering services to the Participants and such service arrangements shall be documented by a Supplemental Contract. To the extent that any such contracts are entered into under a Service Contract prior to the Initial Service Date, then, in accordance with Section 101 of the Contract, such contracts, on the Initial Service Date, shall cease to be supplemental to the Service Contract and shall be supplemental to the Contract and references to the Service Contract or sections thereof therein shall be replaced with comparable references to the Contracts or applicable sections thereof therein.

Exhibit C
Service Election Confirmation Form

Exhibit D

Federal Work Authorization Program.

ECG hereby acknowledges that its compliance with the requirements of O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02, including but not limited to ECG's current and continued participation in the federal work authorization program known as the "Employment Eligibility Verification (EEV)/Basic Pilot Program" (the "Federal Work Authorization Program"), is a condition of this Contract. Upon execution of this Contract, ECG shall promptly attest to its compliance with O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02 by executing the Contractor's Affidavit attached hereto as Attachment A. The Contractor's Affidavit shall be attached to and become a part of this Contract. ECG further acknowledges that all portions of this Contract pertaining to its compliance with O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02, and any affidavits related thereto, shall be open for public inspection in Georgia at reasonable times during normal business hours.

ECG warrants that it is now, and will continue to be, in full compliance with the Immigration Reform and Control Act of 1986 (IRCA), specifically including all of its I-9 employer verification provisions. ECG warrants that it will continue to properly train its staff regarding the execution and retention of these I-9 employment verification forms. ECG warrants that it is not now, and has not ever been, subject to an I-9 employer verification audit. ECG warrants that it has an I-9 and verification policy that it implements throughout the company. Should ECG ever be made aware of any government audit of its employer verification system, it will notify the Participant of such an audit.

ECG warrants that any subcontractor who will provide services pursuant to this Contract shall comply with O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02. ECG shall secure the attestation of such subcontractor's compliance with the requirements of O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02 by the subcontractor's execution of the ECG's Affidavit attached hereto as Attachment B, and any such executed subcontractor Affidavits shall become a part of the ECG's agreement with the subcontractor. ECG shall maintain records of all such ECG Affidavits for inspection by Participant at any time. ECG shall require all subcontractors to register and fully participate in the Federal Work Authorization Program to verify work authorization of all new employees and subcontractors. The failure of a subcontractor to register and fully participate in the Federal Work Authorization Program will be grounds for immediate termination of this Contract and any other agreement with ECG.

Attachment A

CONTRACTOR'S AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02, stating affirmatively that the individual, firm, or corporation that is contracting with the Participant has registered with and is participating in the federal work authorization program known as the "Employment Eligibility Verification (EEV)/Basic Pilot Program" (the "Federal Work Authorization Program"), in accordance with the requirements of O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02.

The undersigned further agrees that, should it employ or contract with any subcontractor in connection with the physical performance of services pursuant to this contract with Participant, contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02 on the Subcontractor Affidavit provided to contractor. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Participant at the time the subcontractor is retained to perform such service.

EEV/Basic Pilot Program User Identification
Number

(Contractor Name)

Date

BY: Authorized Officer or Agent

Title of Authorized Officer of Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME THIS
____ DAY OF _____,
20____

Notary Public
My Commission Expires:

Attachment B

SUBCONTRACTOR'S AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02, stating affirmatively that the individual, firm, or corporation which is contracting with ECG has registered with and is participating in the federal work authorization program known as the "Employment Eligibility Verification (EEV)/Basic Pilot Program" (the "Federal Work Authorization Program"), in accordance with the requirements of O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02.

EEV/Basic Pilot Program User Identification
Number

(Contractor Name)

Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME THIS
____ DAY OF _____, 20____

Notary Public
My Commission Expires:



City of Cartersville

City Council Meeting
1/3/2013 7:00:00 PM
Tax Anticipation Note

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	At a recent work session I discussed with the City Council the need to issue debt to provide available funds to pay the remaining construction costs related to the Public Safety Headquarters and Fire Station #4 buildings. In order to issue the Tax Anticipation Notes (TANs) this resolution must be approved which allows the city to issue debt for expenses paid within the last 60 days of this project. I anticipate the TAN amount to be approximately \$4.3 million dollars. The requirements for TANs are they can be issued only per calendar year, so these TANs will be paid off by December 31, 2013. The TANs will initially be backed by General Fund property taxes and local option sales tax revenue. I recommend approval of this Tax Anticipation Note Resolution.
City Manager's Remarks:	Funds are needed to finish paying off the construction costs of the two new city buildings and will be repaid with 2007 SPLOST receipts. I recommend approval of this resolution.
Financial/Budget Certification:	
Legal:	Resolution has been reviewed and approved.
Associated Information:	N/A

Resolution No.**OFFICIAL INTENT RESOLUTION**

WHEREAS, the City of Cartersville, Georgia (the “City”) expects to issue tax-exempt obligations (the “Obligations”) in a principal amount not to exceed \$4,500,000 to finance the costs of acquiring, constructing, and installing various purpose capital projects, including a new public safety headquarters building and a new fire station (collectively the “Project”); and

WHEREAS, the City has used or will use, before the issuance of the Obligations, moneys in its General Fund to pay expenditures related to the Project and reasonably expects to use proceeds of the Obligations to reimburse its General Fund for these expenditures; and

WHEREAS, Treasury Regulation Section 1.150-2 requires the City to declare its intent to use proceeds of the Obligations to reimburse its General Fund for moneys used to pay expenditures related to the Project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cartersville, Georgia, and it is hereby resolved by authority of the same, as follows:

- 1. The City declares its intent to use proceeds of the Obligations to reimburse its General Fund for moneys used to pay expenditures related to the Project.**
- 2. This Resolution shall take effect immediately upon its adoption.**

DULY ADOPTED this 3rd day of January 2013.

CITY OF CARTERSVILLE, GEORGIA

(SEAL)

**By: _____
Mayor**

Attest:

City Clerk

**STATE OF GEORGIA
BARTOW COUNTY**

CITY CLERK'S CERTIFICATE

I, CONNIE KEELING, City Clerk of the City of Cartersville, Georgia, DO HEREBY CERTIFY that the foregoing page constitutes a true and correct copy of an official intent resolution adopted by the City Council of the City of Cartersville, Georgia (the "Governing Body") at an open public meeting duly called and lawfully assembled at 7:00 p.m., on the 3rd day of January 2013, the original of such resolution being duly recorded in the Minute Book of the Governing Body, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Governing Body were present at such meeting:

**Matt Santini
Kari Hodge
Jayce Stepp
Louis Tonsmeire
Lindsey McDaniel
Dianne Tate
Lori Pruitt**

and that the following members were absent:

and that such resolution was duly adopted by a vote of:

Aye _____ Nay _____

WITNESS my hand and the official seal of the City of Cartersville, Georgia, this the 3rd day of January 2013.

City Clerk

(SEAL)



City of Cartersville

City Council Meeting

1/3/2013 7:00:00 PM

Addendum to Montessori School Rental Agreement

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	Last summer the city entered into a new real estate lease agreement with the new owners of the Montessori School for city property located at 324 and 326 W. Cherokee Avenue adjacent to the gymnastics building. The new owners have asked for approval to sublet part of the facility for speech therapists, occupational therapists or other similar professionals to help with students attending the school. The attached addendum details the changes which I recommend for your approval.
City Manager's Remarks:	I recommend the approval of this contract addendum.
Financial/Budget Certification:	
Legal:	
Associated Information:	E-verify and SAVE are on file.

ADDENDUM TO REAL ESTATE LEASE AND
MAINTENANCE AGREEMENT WITH
INDEPENDENT SPIRIT LLC

WHEREAS, City (Landlord) has leased real estate commonly known as 324 West Cherokee Avenue and 326 West Cherokee Avenue, Cartersville, Bartow County, Georgia (the "Property") to Independent Spirit LLC (Tenant), and

WHEREAS, Landlord desires to amend said lease to allow for the Tenant to sublet the Premises to Speech Therapists, Occupational Therapists or other related professionals to use space in these Premises to service students attending this school, and

WHEREAS, Tenant will not receive compensation or other fees for the use of the facility by these therapists, the rental rate due the Landlord will not be amended.

NOW, THEREFORE, for and in consideration of the mutual promises herein set forth, Landlord and Tenant agree to addend the existing Real Estate Lease and Maintenance Agreement by adding the following to the existing paragraph 7.

Tenant may sublet the Premises to Speech Therapists, Occupational Therapists or other related professionals to use space in these Premises to service students attending this school. Provided that Tenant will not receive compensation or other fees for the use of the facility by these therapists

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the date and year first above written.

LANDLORD: CITY OF CARTERSVILLE

Signed, sealed and delivered
this _____ day of _____, 2013.

Mayor, Matthew Santini

WITNESS

ATTEST:

NOTARY PUBLIC

City Clerk, Connie Keeling

My Commission Expires

TENANT:

Signed, sealed and delivered
this _____ day of _____, 2013.

BY: _____

WITNESS

NOTARY PUBLIC

My Commission Expires



City of Cartersville

City Council Meeting
1/3/2013 7:00:00 PM
Copy Machines

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	The city received bids for three copy machines for the following departments: Police, Fire and Downtown Development. Copier bids were received from three vendors: • Toshiba Business Solutions - Toshiba 3540 color copier/ \$7,229.00 each • Canon Business Solutions - Canon 5235 color copier/ \$7,526.00 each • MSA, Inc. - Canon 5235 color copier/\$9,400.80 each After reviewing the bid proposals and monthly maintenance expenses, I recommend the purchase of three copy machines from Toshiba Business Solutions.
City Manager's Remarks:	These machines were budgeted and I recommend approval of the purchase.
Financial/Budget Certification:	
Legal:	
Associated Information:	Everify and SAVE are attached.

CITY OF CARTERSVILLE, GA COPIER BID –DECEMBER 2012

Estimated quarterly black & white copies: 7,500.

Minimum Basic Copier Features to include:

Copier Type: Digital

Copy Size: Letter, Legal, 11" x 17", 12" x 18"

Zoom Lens: 50% to 200% in 1% increments

(2) 500 Sheet User Adjustable Paper Drawers

Sort, Collate, Stapler and Saddle Finishers

Printer Board with network printing capabilities

Copier Stand

Document Security Management

Post Script Printer Kit

Surge Protection

Copy Speed: Black & White 35 ppm/Color 30 ppm

50 sheet Auto Feeder

Tray less Duplexing

100- sheet Stack Bypass

Scanning – minimum of Duplex Automatic Document Feeder

Fax Board

Mail Box Storage

Printer Control Language Printer Kit

Adequate Memory to Support these functions

List, if any, additional copier features included in above quote:

Toshiba Multifunctional Systems come standard with the highest security standards. This includes 5X data overwrite, Self-Encrypting HDD, 256 bit level Encryption, & (ADI) Automatic Drive Invalidation. Toshiba "Open Platform" open architecture comes standard and enables the device to integrate with other software applications.

Optional Copier Features (include price per item):

2,500 Large Capacity Tray (KD1028): \$408.00

Hole Punch Kit (MJ6103): \$294.00

Bid related questions that must be answered.

1. Length of time your company has been in business? 130 years
2. Guaranteed service time from when a service call is placed? 4 hours
3. Include 3 client contacts that you currently provide service to, and length of time you have serviced these companies? Cobb County Schools-Chris Murray (770-426-6220), Dekalb County Government-Jeff Allen (404-371-7051), Walton County Schools-Lynn Bradley (770-266-4440)
4. Does copier bid meet minimum copier features listed above? Yes
5. Is copier machine quoted a brand new machine? Yes
6. What is the free standard maintenance period that comes with machine purchase, including parts, labor, and toner, from date of purchase (90 days, 1 year)? 90 days parts and labor

7. List monthly and quarterly maintenance costs for year 1, 2 and 3. Note that City prefers quarterly billing.

Year 1

	Monthly		Quarterly	
	Black & White	Color	Black & White	Color
Base Fee (if any)	\$0	\$0	\$0	\$0
Include copies allowed (at no charge) in Base Fee	0	0	0	0
Excess per Copy Charge	.007	.055	.007	.055

Year 2

	Monthly		Quarterly	
	Black & White	Color	Black & White	Color
Base Fee (if any)	\$0	\$0	\$0	\$0
Include copies allowed (at no charge) in Base Fee	0	0	0	0
Excess per Copy Charge	.0077	.0605	.0077	.0605

Year 3

	Monthly		Quarterly	
	Black & White	Color	Black & White	Color
Base Fee (if any)	\$0	\$0	\$0	\$0
Include copies allowed (at no charge) in Base Fee	0	0	0	0
Excess per Copy Charge	.00847	.0665	.00847	.0665

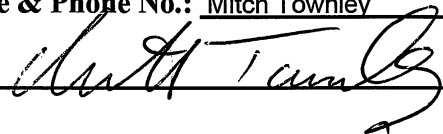
8. Submit completed E-verify and SAVE forms. Bids that are submitted without these two forms will be disqualified.

Vendor Toshiba Business Solutions

Copier Bid \$7,229.00 (Per System)

Vendor Contact Name & Phone No.: Mitch Townley

Signature of Bidder



Date:

12/12/2012

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Mitch Townley

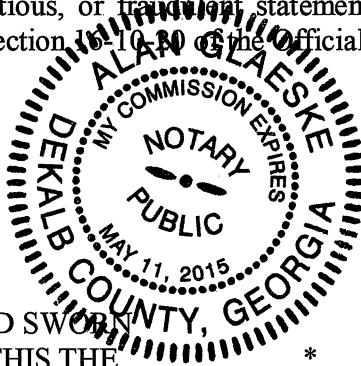
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Toshiba Business Solutions

[Name of business, corporation, partnership]

- 1) X I am a United States citizen
- 2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-30 of the Official Code of Georgia.



[Signature]
Signature of Applicant:

12/12/2012
Date

Mitch Townley
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
12th DAY OF December, 2012

[Signature]

Notary Public

My Commission Expires: May 11, 2015

* N/A
Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

126694
EEV/Basic Pilot Program* User Identification Number

Mitch Townley
BY: Authorized Officer or Agent
(Contractor Name)

12/12/2012
Date

Sales Manager
Title of Authorized Officer or Agent of Contractor

Mitch Townley
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
12th DAY OF December, 2012

Alan Glaeske
Notary Public

My Commission Expires:
May 11, 2015



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

The link to register for E-verify is: http://www.dhs.gov/files/programs/gc_1185221678150.shtm.



City of Cartersville

City Council Meeting
1/3/2013 7:00:00 PM
Parking Lot Lighting

SubCategory:	Bid Award/Purchases
Department Name:	Electric
Department Summary Recommendation:	Capital Purchase. The new Steak and Shake restaurant at the Main Street Phase III Shopping Center has selected parking lot lighting from the City of Cartersville Electric System. Attached is a quote from Irby to supply the square steel lighting poles and concrete bases for this job. The light fixtures we already have in stock. There are not three bids on this purchase due to assigned vendor service territory for these particular products. I recommend approval of this purchase for lighting poles and bases for Steak and Shake from Irby for \$8,256.00.
City Manager's Remarks:	I recommend approval of this purchase.
Financial/Budget Certification:	This is a budgeted item.
Legal:	Not applicable.
Associated Information:	Employment verification documentation is on file.



STUART C IRBY CO. BR743 MARIETTA
1060 TRIAD COURT SUITE D
MARIETTA GA 30062-2271
770-422-1005 Fax 770-427-8455

Quotation

QUOTE DATE	ORDER NUMBER
12/19/12	S007232439
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO. 1

SOLD TO:
CITY OF CARTERSVILLE
P. O. BOX 1390
CARTERSVILLE, GA 30120-1390

SHIP TO:
CITY OF CARTERSVILLE
ATTN: ELECTRICAL DEPARTMENT
320 S. ERWIN STREET
CARTERSVILLE, GA 30120

ORDERED BY:

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
129337						James A Narmore	
INSIDE SALESPERSON				REQD DATE	FRGHT ALLWD	SHIP VIA	
Neil Godfrey				12/19/12	Yes	DIRECT	
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/Uom	Ext.Amt
6EA		1	*VALI DS330-600W350D4MB-HH-FBC-LAB VALMONT 35FT SQUARE STEEL POLE; 6 NON-TAPERED; DRILLED FOR 4ea GE DECASHIELD LUMINAIRES; MEDIUM BRONZE POWDER PAINT; 12 BOLT CIRCLE; FATIGUE RESISTANT BASE; INCLUDES 4x12 HAND HOLE; POLE CAP & BASE COVER; NO ANCHOR BOLTS INCLUDED			1033.000EA	6198.00
6EA		2	*PRCA 7FT X 18 PRECAST CONCRETE POLE BASE, 18" DIAMETER X 7FT LONG, 12" BOLT CIRCLE USING 1" BOLTS 4ea 2" PLUMBING ELBOWS AND COUPLINGS EXITING 48" FROM TOP OF BASE			343.000EA	2058.00
<i>Shank & Shaker</i>							
* This is a quotation *						Subtotal	8256.00
Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.						S&H CHGS	0.00
Free Terms and Conditions. Please See our website						Sales Tax	0.00
						TOTAL	8256.00

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

For Terms and Conditions, Please See our website.



City of Cartersville

**City Council Meeting
1/3/2013 7:00:00 PM
Dellinger Park Pool Improvements**

SubCategory:	Bid Award/Purchases			
Department Name:	Parks and Recreation			
Department Summary Recommendation:	Cartersville Parks and Recreation Department properly advertised to receive RFP's for "Dellinger Park Pool Improvements". The RFP's were evaluated by an evaluation team of city employees including Kristin Strickland, James Gordy, Tom Quist, Tommy Sanders, Dan Porta and myself. RFP's were evaluated and scored on: 1) Compliance w/ Specifications; 2) Qualifications/Experience/Capacity; 3) Project Approach; 4) Price/Costs; 5) Scheduling. Dockery Group received the high score from all team members.			
	Contractor	Base Bid	Add/Deduct	Total <u>Total w/ Slide</u>
	Dockery Group	\$838,017	+\$157,907 -\$20,875	\$975,049 \$1,088,947.50
	SunBelt Pools	\$1,098,196	-\$7,750	\$1,090,446 \$1,198,876.00
	Georgia Dev. Partners RFP rejected (No E-verify/SAVE Affidavits)			
	The renovation of Dellinger Pool was approved as a project in 2014 SPLOST vote. Dellinger Pool has been cited by the Bartow County Health Department to improve certain aspects pertaining to the maintenance of the pool, pool deck and bathhouse. These improvements at some point must be addressed. To address these improvements before the renovation of the pool (SPLOST \$) would not be an efficient use of Parks and Recreation budget. The estimated costs of the Health Department improvements are: 1) Removal/Re-pouring of concrete deck – approximately \$75,000.00; 2) Bathhouse – doors/shower/fixtures – approximately - \$20,000.00; 3) Re-plastering of walls/floor of existing pool - \$55,000.00. These items would need to be done in the next 1-2 years, so spending approximately \$150,000.00 on these items which would then be re-done when			

Cover Memo

Item # 10

	the Dellinger Pool is finally renovated, again is not a favorable way to spend budget money. I recommend a negotiated bid price from Dockery Group, LLC in the amount of \$975,049.00 for the pool improvements to Dellinger Pool. The items addressed in renovation will bring the Dellinger Pool and bathhouse to existing State Health Department code and Americans w/ Disabilities Act. Although the pool slide places the project over the Parks and Recreation submitted project budget, I also recommend adding the pool slide to the project for a total price of \$1,088,947.50 All required documentation (E-verify/SAVE, Bid Bond, Certificates Insurance) have been received. This is a budget item in the 2014 SPLOST.
City Manager's Remarks:	The pre-funding of the Dellinger Park Pool Improvements was discussed at last year's visioning session. It makes financial sense for the city to get the entire work done at one time and save extra expense which would occur if we temporarily repaired items that the Health Department has stated that need to be done. Since the funding for the Dellinger Park Pool Improvements is through 2014 SPLOST funds which will not start being received until February 2014, the funding source for this project will be through the issuance of debt through our Cartersville Building Authority (CBA). In order to get the lowest possible interest rate for the pool renovation, the CBA debt issue will include refinancing of a Water & Sewer Department Georgia Environmental Facilities Authority (GEFA) loan that was issued in 1999 for \$10 million dollars. City staff has reviewed the combining of these two debts into one debt issue and the refinancing of the GEFA loan will actually save the city interest expense due to the current lower interest rates. I recommend approval of the Dellinger Park Pool Improvements in the amount of \$975,049.
Financial/Budget Certification:	Although the pool renovations were a SPLOST 2014 approved project, the funds for this will not be available until after the JDA debt has been paid in full. This is estimated to be sometime in 2016 or 2017. The Bartow County Health Department has strongly suggested that the existing pool deck and bathhouse should be updated and brought into compliance of the health code within the next year. In order to meet the health department's corrective actions, the city will issue debt to have the necessary corrections to the pool completed. Once the JDA debt is paid in full, the incoming funds from SPLOST 2014 will be used to pay the debt off. Although the slide is an additional cost of nearly \$114,000.00, it is not mandated or necessary that the city install it at this time. While the renovations are being done, the necessary leg work could be done for the slide to be installed in the future when funds become available in the recreation department's budget.
Legal:	

Associated Information:	Everify and SAVE documents are attached.
------------------------------------	--

Dockery Group – Edited Proposal

Base Bid	+\$838,017.00
Alternative w/ Slide	+\$113,868.50
Adds requested by CPRD	+\$41,325.00
Permit fees	+\$2,460.00
Control/concession rooms to left side of the building	+\$ 4,000.00
Increase new bulkhead walls to 8' wide	+\$ 4,975.00
New surge tank (after balance tank credit)	+\$29,890.00
Adds recommended by Pool Engineer	+\$116,582.00
Replace all piping from pool to equipment room	+\$14,800.00
Install new main drains and shallow pool depth – 13' to 10'	+\$ 24,969.00
Zero entry trench gutter	+\$7,900.00
Add a gutter drop out on the far side of the pool, and re-pipe the existing drop out	+\$14,049.00
New horizontal FRP filter pots (2 stacked) would need to be sized at 988 gpm at 15 gpm/sf, new filtration equipment installed	+\$54,864.00
Deductions chosen by CPRD	-\$20,875.00
All stainless steel plumbing fixtures, wall mounted toilets, and stainless steel accessories	-\$12,000.00
Re-use existing Pool Ladders	-\$1,560.00
CPRD provide ADA lift	-\$4,315.00
Control/Concession AC window units	-\$3,000.00
Total Dellinger Pool Improvements, w/ Adds-Deductions	<u>\$975,049.00</u>
Total Dellinger Pool Improvements w/ Adds-Deductions-Slide	<u>\$1,088,917.50</u>

**REQUEST FOR DESIGN BUILD PROPOSAL:
"Dellinger Park Pool Improvements"**



Request for Proposal Specification

**Design-Build Project Delivery Method
Competitive Cost Sealed Proposal #2**

City of Cartersville Parks and Recreation Department

"Dellinger Park Pool Improvements"

GENERAL TERMS AND CONDITIONS

Disqualification: Proposals may be disqualified for: a) receipt of the proposal by the City past the stated deadline; b) any irregularities; c) unbalanced unit price or extensions; d) unbalanced value of any items; or, e) failure to complete proposal information correctly. If in the opinion of the City personnel charged with evaluating the proposals, the offeror is not a responsible offeror in a position to perform the contract, the proposal may be disqualified. The City reserves the right to waive any informalities or technicalities.

Lawsuits/Bribery: Prospective offerors shall disclose any record of pending lawsuits, criminal violations and/or convictions, conflicts of interest, or contract defaults.

Liability: The City is not liable for any cost incurred in the preparation of the proposal. Nor is the City bound by any information provided to prospective offerors unless reduced to writing and distributed as a written addendum.

Sales and Use Taxes

Per Georgia state law the firm selected to complete this project will be required to pay sales and use taxes on the equipment and materials that they use on the Dellinger Park Pool Improvements.

Reservations: The City reserves the right to reject any or all proposals, to award in whole or in part, and to waive any informalities or technicalities. Negotiations may be necessary to complete the contract.

ADA Compliance: The Contractor shall comply will all applicable federal, state, and local laws, including but not limited to the Americans with Disabilities Act.

Immigration Reform Compliance Requirement: Bidders must complete the enclosed E-verify and SAVE documents and submit one original of these forms with you bid. Bid packages that do not contain these completed forms will not be considered. Also, during the entire during of this bid purchase, the winning bidder(s) must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

**REQUEST FOR DESIGN BUILD PROPOSAL:
"Dellinger Park Pool Improvements"**

Clarification of submittals: The City reserves the right to seek clarification of any point in an offeror's proposal, or to obtain additional information.

Exceptions: Conditional proposals or those that take exception to the specifications will be considered only at the discretion of the City personnel charged with evaluating the proposals.

Indemnification: The City shall not be held responsible for claims for bodily injury, death, or property damage that may arise from the performance of contractual services with the City.

Correction or withdrawal of proposals: Correction or withdrawal of proposals after opening may be permitted only to the extent that the offeror can show by clear and convincing evidence that a mistake of non-judgmental character was made.

Supplementary Information: The City reserves the right to issue supplementary information or guidelines relating to the RFP and to modify the scope of services during the final negotiation of the contract in the City's best interest.

Proposal Ownership: All proposals and information obtained will become the property of the City.

Option to Accept Proposal: It is understood and agreed that in consideration of the sum of One Dollar and No/100 (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged, the offeror agrees that its proposal shall be an option, which is hereby given to the City to accept or reject the proposal at any time within sixty (60) calendar days from the date on which proposals are opened. It is expressly covenanted and agreed that the proposal is not subject to withdrawal by the offeror during the term of said option.

Form of Contract: For this project the City anticipates utilizing AIA Document A141-2004, "Standard Form of Agreement Between Owner and Design-Builder," subject to modification at the City's discretion.

Proposal Forms: The proposal form in Attachment A shall be used for submitting a firm, not-to-exceed price based on the documents contained herein and other declarations. The final negotiated price will be based on a simple lump sum contract amount with no alternative payment or financing schemes, leases, commissions or any other alternative payments. Monthly progress payments will be based on the percentage of work complete based on an approved schedule of values submitted by the contractor prior to the first application for payment, with 10% retainage being held from each payment. Alternative methods and non-conforming proposals shall not be considered. An extended "memo of understanding" may be included if the offeror wishes to clarify assumptions concerning the ultimate design details. However, such a memo may be used by the City as the basis to reject the bid if the assumptions are deemed to be significant, unwarranted, and at variance from the stated criteria.

Liquidated Damages: The project must be substantially complete no later than May 1, 2013. "Substantial Completion" is defined as the stage at which the project is sufficiently complete in accordance with the contract documents so that the owner can occupy or utilize the project for its intended use. The contractor shall pay to the owner as liquidated damages the amount of \$500 per calendar day for each day that the date of

**REQUEST FOR DESIGN BUILD PROPOSAL:
"Dellinger Park Pool Improvements"**

substantial completion exceeds the above dates. Final completion of the entire project, including all punch list items, shall be no later than May 24, 2013.

DESCRIPTION OF THE PROPOSED PROJECT & BUDGET

Due to the desire to proceed with the project quickly and other factors, the City is requesting proposals for a complete design-build approach for this expansion. **The total budget for this portion of the project is \$985,000.00.** The design-build team needs to keep the total budget in mind when submitting their proposal. The design-build team must include qualified architects-engineers with a proven expertise in this type of facility, as well as a contractor with specific experience on this size and type of project. The City will contract with a single legal entity that must provide all design and construction services, either in-house or through subcontractors. The proposals shall be based on the scope as presented in the Request for Proposals. The design step will be a very important part of the process in order to re-confirm the technical requirements of the program. Minimum design standards are discussed herein, including several 11"x17" drawings.

SCOPE OF SERVICE / DELIVERABLES/VALUE ENGINEERING

As envisioned, the scope of service for this proposal will include the following components. Please note that once the proposals are evaluated those found acceptable may have the scope of service modified and the fee negotiated.

Bidders shall refer to the drawings for additional details of the intent and scope. The proposed elements of the additions include:

1. New entry building area, concrete decks, selective demolition of the existing building, and patching into existing work.
2. New concession area to include millwork, but food equipment will be covered by Owner. A generous layout of Receptacles will be assumed, along with fairly heavy electrical loads. The concession and office space shall be air-conditioned.
3. **A Zero-Depth-Entry Play Pool and a 25-yard Lap Pool are to be formed within the shell of the existing pool.** Some areas of the old pool are to be filled with compacted granular material and new pool decking with drainage placed. No penetrations of the existing pool shell shall be made except where new main drains and piping are to be cut-in to the deep ends of the new pools. An allowance of \$80,000 for water play features (FOB site) shall be included in the bid. The filter turnover rates shall be based on 60-min. for the Play Pool and 6-hours for the Lap Pool. **All new or refurbished pool mechanical systems are required for each body of water, including piping, pumps, filters, chemical feeds and all support electrical.**
4. **The existing wading pool is to be demolished. All concrete deck around the pool(s) is to be demolished.**
5. **The waterslide as shown shall be priced as an Add-Alternate.**
6. The allowance for pump flow rates shall be as follows: Lap Pool filter feed = 650 gpm; Play Pool filter feed = 420 gpm; Slide and Play Pool Features = 500 gpm + 250 gpm = 750 gpm.
7. Filters shall be 60-inch diameter horizontal fiberglass with maximum loading rates of 15 gpm/sf. Face piping shall include single-lever linkage.

**REQUEST FOR DESIGN BUILD PROPOSAL:
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8. New chemical feed systems shall be included for each pool. The systems shall be based on use of Calcium Hypochlorite and Muriatic Acid. Chemical levels will be monitored by DCM 200 Controller (Pro-Minent) controller. Provide all chemicals for initial stabilization and balance of the pools at start-up.
9. Re-use the existing starting platforms & diving platform and diving board. Provide stanchion sockets (6-each) and three-rung over-the-wall ladders and 3-bend rails (2-each) at the steps. Provide and install one – (1), Splash Semi-Permanent Aquatic ADA compliant chair lift (minimum 300 lbs.) and install only owner furnished Splash chair lift. Furnish and install a new Dura-firm 1-meter dive stand with 16' maxi-flex-B board. Otherwise, all other loose deck furnishings, including stanchions, portable guard chairs, life saving equipment, pool vacuums, backstroke flags, safety float lines, lane-ropes, pool cleaning equipment, and deck furnishings shall be provided by the Owner.
10. Pools shall be finished in standard white marcite plaster. The beach entry of the Play Pool shall be finished in 1"x1" light-colored tiled. The walls shall be topped with 6"x6" scum-line tile (cobalt-blue or as selected) and mortex formed coping. The Play Pool shall be plumbed with skimmers and floor return inlets with direct connections to pumps from skimmers and drains. The Lap Pool shall receive a new stainless steel gutter with minimum 12" width by 10" deep with 5" backsplash and integral return tube. A new surge tank shall receive flows from a minimum of two gutter drop-outs and the main drains with float valves.
11. Provide all controls and feed systems for reliable automatic make-up water to each pool.
12. Fill all old piping with flowable-fill or remove.
13. The Owner shall replace the existing fencing.
14. Coordinate the protection of the existing shade elements with the Owner.
15. Coordinate with the Owner the Contractor's expansion into the spaces adjacent to the existing filter & pump space.
16. Underwater lighting will be furnished and installed in lap pool only. Must meet GA state health department regulations. Overhead lighting will be responsibility of owner.
17. The following is an outline of additional preliminary specifications for the project that shall be the basis of the proposal:
 - a) Complete A/E design services, including construction phase services.
[The intent is that qualified representatives of the A/E continue to work with the Contractor and the Owner to review product data, quality of the work, and questions that arise during construction.]
 - b) Soil and concrete testing by qualified lab.
 - c) Payment and Performance Bonds, each for 100% of the contract amount.
 - d) Comprehensive insurance policies as described herein.
 - e) All applicable CSI divisions 3 through 11 and 15 and 16 for the building aspects of the project. The building program will be assumed to include the building shown on the drawings The finishes are generally described as follows:
 1. Colored split face CMU exterior walls, with epoxy paint interiors. 8" load-bearing.
 2. Epoxy coated, non-slip concrete slab in restroom and concession.
 3. Lighting with sealed lens, low temperature ballast, fluorescent fixtures to 50 foot-candles.
 4. Ceilings of epoxy coated MR plywood with architectural grid.

**REQUEST FOR DESIGN BUILD PROPOSAL:
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5. Pre-Engineered wood trussing acceptable, but must be hidden.
 6. Roof matching existing park structure.
 7. Minimum 2-feet overhangs with vinyl soffits, aluminum gutters and downspouts, Architecturally finished penetrations, vents, etc.
 8. Painted hollow metal doors and frames, lockable coiling doors for concession. Windows shall be horizontal sliding aluminum with $\frac{3}{4}$ " insulated glass.
 9. Laminate covered lumber frame counters, casework, etc.
 10. First quality builder's hardware.
 11. Wall-mounted ceramic flush-valve toilets, push-button-spring-return faucets and showers, tempered water.
 12. Vandal resistant toilet accessories, stainless steel.
 13. Solid phenolic partitions with aluminum and stainless steel hardware.
 14. Staff areas and concession shall be air-conditioned. All other enclosed areas shall be ventilated by forced air at a generous rate. All plumbing systems shall be fitted for complete drain-down in the winter.
- f) Pools shall conform to the requirements of Chapter 290-5-57 of the Georgia Administrative Code and the following minimum standards:
1. Pool structures must be designed and constructed of 4,000-psi reinforced concrete, placed by the "formed-and-poured" method or shotcrete.
 2. Sealed design calculations, hydraulics and structural shall be required.
 3. All pumps are to be located in the existing, and Lap Pool pumps shall draw from a surge tank sized for 1 gallon/sf. of pool surface. Chemical feed shall be sized for a maximum capacity of 15ppm as Chlorine as a proportion of filter flow rate. Chemical systems shall be based on Calcium Hypochlorite and Muriatic Acid for pH adjustment. New filters shall be 60-inch diameter horizontal fiberglass units complying with NSF standards as applicable and/or existing filter refurbishment will be considered.
 4. All main drains shall comply with the CPSC guidelines for compliance with the new Federal "Baker Pool and Spa Safety Act", and shall be listed under ASME A112.19.8- 2007.
 5. Access to all pools, site, and buildings per ADA shall be based the latest proposed or final guidelines for the type of facility as applicable.
 6. **Waterslide package must be a minimum centerline length of 80 feet at a minimum height of 15 feet.** The Family Play Pool shall be a minimum of 8" thick concrete, reinforced with #4's @ 12" E.W. The water features shall be covered by an allowance of \$80,000. Installation and piping shall be included in the Contractors work.
- k) All electrical work must comply in all respects to NEC680 and other applicable sections. All panels and starters, etc., must be housed in NEMA

**REQUEST FOR DESIGN BUILD PROPOSAL:
"Dellinger Park Pool Improvements"**

3R enclosures. Other site electrical shall include bonding and grounding. Building rough-in and grounding for all telephone and communication for systems to be purchased and placed by the Owner.

- l) Replace existing deck drains and assure that piping is smooth flowing.
- m) Concrete decks and walks shall be 4" thick with 3,500 psi concrete, with welded wire fabric reinforcing. All new concrete decks shall be medium broom-finished matching existing slopes and drainage patterns.

Note: Reduction of new deck area would be an acceptable as a deduct.

MINIMUM QUALIFICATIONS

The design and construction must include all disciplines, material supply, and subcontractors that are common not only to pools, but general commercial and public sector projects planned for public use. The team's experience and understanding of these interrelationships, their functions, and their interactions is a prerequisite for award of this Contract.

1. Offerors will be required to provide evidence of having adequate experience in designing and constructing public leisure and recreation pools, especially the water park-like facilities like have been planned.
2. The offeror must be a qualified and experienced commercial pool builder. The offeror must have completed at least (5) design/build public pools with a water surface in excess of 5,000 square feet and (5) commercial leisure pool projects within the last five years, waterslides at least 15 feet tall, interactive play pools with at least 150 gpm of flow, and a variety of pumping and piping systems of at least 15 horsepower and 8-inch pipe. These pools must have been completed and in operation by 2012.
3. The design subcontractor shall be a firm certified to offer professional design services in the State of Georgia, the assigned design project manager must be a registered engineer in the State of Georgia and all of the pool aspects shall be designed by an experienced registered engineer.
4. A registered architect in the State of Georgia, within the design subcontract, shall design the building aspects of the project. Registered design professionals shall be responsible for the building mechanical and plumbing, and electrical engineering. The design team in particular shall be an organization specializing in the type of project being undertaken, including a minimum of 5 such projects in the last 5 years.
5. The design firm shall carry Professional Liability (Errors & Omissions) insurance in the amount of \$1,000,000.
6. The Contractor shall carry the insurance coverages specified in Tab B of the Proposal Submission Format and provide certificates evidencing same. (Note: builder's risk insurance will be provided by the owner or by the contractor at the owner's request. Therefore, the offeror should not include the cost of builder's risk insurance in its initial proposal.)
7. The successful offeror must provide a Performance Bond in the amount of 100% of the contract amount, including any subsequent increases. The City shall approve the form and solvency of the surety. During the course of the project the City may require strengthening of the bond as may become necessary subject to O.C.G.A. 36-91-40, et seq.
8. The successful offeror must provide a Payment Bond in the amount of 100% of the contract amount for the use and protection of all subcontractors, and all persons supplying labor, materials, machinery and equipment in the conduct of the work provided in the contract. The City shall approve the form and solvency of the surety.

**REQUEST FOR DESIGN BUILD PROPOSAL:
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During the course of the project the City may require strengthening of the bond as may become necessary subject to O.C.G.A. 36-91-40, et seq.

EVALUATION PROCESS AND SELECTION PROCEDURE

Process: The first stage in the selection process will be the submission of completed proposals as outlined in the RFP document. The evaluation of the proposals will be conducted by an evaluation team consisting of the Cartersville Parks and Recreation Department staff and other senior level City staff. Proposals will be evaluated on the factors listed below. Following the initial evaluation of proposals, offerors may be afforded an opportunity for a presentation, negotiations, and revision of proposals prior to award for the purpose of obtaining best and final offers. **Cartersville Parks and Recreation Department reserves the right to require presentations from the most qualified applicants reasonably likely to be selected based on the evaluation criteria as indicated below. If it is determined that presentations are necessary, the presentations shall be scored as indicated below, and the bidder with the highest evaluation score plus presentation score shall be recommended for selection to the Mayor and City Council.**

Scoring: The following factors shall be applied for evaluating project proposals. Ultimately, proposal submissions should follow this rule: **Presentation is important, but, substance is better!** Essentially, while the evaluation team will appreciate well constructed graphics and other visual aids, they will be focusing value, experience, approach and prior results.

1. Compliance with Specifications (5% Scoring): All information requested shall be submitted as completely and orderly as instructed. Any significant deviations may result in disqualification.
2. Qualifications, Experience and Capacity (10% Scoring): Interested offerors must demonstrate their ability to execute the project, experience with similar projects, and demonstration of knowledge of multi-faceted aquatic facilities. The successful offeror should be able to demonstrate experience in developing similar projects and provide examples of results where their recommendations have been successfully implemented on unique projects. A sample of similar project plans or pictures developed for other organizations should be provided as evidence of past prior experience.
3. Project Approach (20% scoring): The offerors unique design capabilities and facility development approach will be evaluated. Previous projects will be reviewed for issues with long term maintenance, operations and warranty performance.
4. Price/Cost (40% scoring): The offeror's overall cost as it relates to the project scope described in the proposal will be evaluated. Each proposal will be thoroughly evaluated based on the submittals provided by each offeror. The City will rate the proposals on the best value for the work to be done.
5. Scheduling (25% scoring): The staff will also review project schedules for accuracy and practicability. The offeror's previous history of completing projects similar in size and scope on time, within project cost, and with limited change orders will be evaluated. The offeror's performance in dealing with subcontractors and project vendors will also be evaluated.

**REQUEST FOR DESIGN BUILD PROPOSAL:
"Dellinger Park Pool Improvements"**

PROPOSAL SUBMISSION FORMAT

General: Please submit one (1) original and five (5) copies of the sealed proposal (2:00 pm, Wednesday October 10, 2012, at Dellinger Park Office, 100 Pine Grove Rd., Cartersville GA 30120), all bound with no staples whereby additional copies can be easily made by city staff. Pages should be 8 ½" X 11" in size with larger sheets folded to fit within bindings. All sections should be indexed and cross-referenced in alphabetical order.

TAB A: Transmittal Letter: Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter shall briefly summarize the offeror's request to have its proposal for the proposed project considered and its acceptance of the terms outlined in the RFP. The cover letter must be signed by a representative who has the legal capacity to enter the organization into a formal contract with the City of Cartersville, Georgia.

TAB B: Qualifications, Experience and Capacity: Include the following information in this section:

- A. Description of the contracting firm, including any joint venture partners.
- B. What type of legal entity is the company (sole proprietorship, partnership, corporation, etc.).
- C. List names, addresses, titles of position (if any), and nature and extent of the interest of the officers and principal members of the contractor and design firm.
- D. Profiles and roles of key individuals in the project team including their experience and training (including other design disciplines, principals, and discipline leaders).
- E. Contractor and design firm's current workload.
- F. Organizational chart or other clear description of the business relationships and the flow of authority.
- G. Evidence that the contractor is active and financially stable, including a copy of the most recent fiscal year's audited financial statement.
- H. Certificates of Insurance in effect for general liability and workers' compensation, including insurance of the types and minimum amounts below: workers' compensation in full compliance with statutory federal and state law; employers' liability - \$500,000; comprehensive general liability - \$2,000,000 each occurrence; and automobile liability - \$1,000,000 each occurrence.
- I. Disclosure and explanation of any pending litigation or arbitration within the last 5 years for contractor or design firm.
- J. Explanation of any payments for insurance on contractor or design firm as a result of default or errors and omissions.
- K. Provide bid security payable to the City of Cartersville in the amount of 5% of offeror's maximum price and in the form of a bid bond or a certified or cashier's check.
- L. Chronologically, list:
 - 1) The contractor's previous projects similar in scope to the proposed project, including any relevant local (including the owner), state, or federal government projects completed within the past 5 years.
 - 2) The design firm's previous projects similar in scope to the proposed project, including any relevant local (including the owner), state or federal government projects completed in the last 5 years.

**REQUEST FOR DESIGN BUILD PROPOSAL:
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TAB C: Description of Project Approach and Scope of Work: Provide a narrative along with any associated graphics or illustrations on the specific project approach. Offeror must submit a project schedule with a substantial completion date of no later than May 1, 2013 for the project. The contractor shall pay to the owner as liquidated damages the amount of \$500 per calendar day for each day that the date of substantial completion exceeds the above dates. Final completion of the entire project, including all punch list items, shall be no later than May 24, 2013.

TAB D: Response Forms: A key component of the response to the proposal is the supplemental documentation in Attachment A of this document.

Bid Closing:

To be considered all bid packets must be received at the Dellinger Park Office, 100 Pine Grove Rd., Cartersville GA 30120 by **2:00 pm on Friday December 7, 2012.**

MANDATORY PRE-BID CONFERENCE is scheduled for **2:00 pm on Monday November 26, 2012** at the Dellinger Park Office; 100 Pine Grove Rd.; Cartersville GA 30120. A representative of the Prime bidder must attend this conference for a bid to be considered.

ATTACHMENT A

SUPPLEMENTAL DOCUMENTATION

**REQUEST FOR DESIGN BUILD PROPOSAL:
"Dellinger Park Pool Improvements"**

FORM A: PROPOSAL FORM

The Offeror proposes the following lump-sum, not-to-exceed price (including all fees, licenses, taxes, mark-ups, and direct or indirect costs) for the Design and Construction of the Dellinger Park Pool Improvements:

Dollars (\$) _____)

The above lump sum amount is composed of the attached non-binding breakdown of the costs being proposed (should total the lump sum). If Offeror has "value engineering" ideas which include alternative solutions that maximize our dollars and enhanced the project while keeping the project integrity, those ideas will certainly be considered and those add/deduct items/ideas should be itemized.

General Conditions

A/E Costs

All Demolition

Disposal

All Pool structural costs

All Pool mechanical costs

Water Features allowance

All Building costs

Other site-work costs

Start-up, training, initial balancing, & Chemicals.

Note: Itemize all items

ALTERNATES

- 1) ADD: Waterslide, complete (pump for all features and feed piping is base bid):

Dollars (\$) _____)

- 2) ADD/DEDUCT: Value Engineering (itemize all)
-

General Conditions

A/E Costs

All Demolition

Disposal

All Pool structural costs

All Pool mechanical costs

Water Features allowance

All Building costs

Other site-work costs

Start-up, training, initial balancing, & Chemicals.

Dollars (\$) _____)

**REQUEST FOR DESIGN BUILD PROPOSAL:
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DOCUMENT EXECUTION:

Submitted on _____, 2012.
(date)

If Offeror is:

A Corporation

By: _____ (SEAL)
(Corporation Name)

(State of incorporation)

By: _____
(Name of person authorized to sign)

(Title)

(Corporate Seal)

Attest _____ (Secretary)

Business address: _____

Phone No.: _____

A Joint Venture

By: _____
(Name)

(Address)

By: _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

FORM B: NON-COLLUSION AFFIDAVIT

**REQUEST FOR DESIGN BUILD PROPOSAL:
"Dellinger Park Pool Improvements"**

The following affidavit is to accompany the proposal:

STATE OF:

COUNTY OF:

Owner, Partner or Officer of Firm:

Company Name, Address, County and State:

Being of lawful age and being first duly sworn, the above-named individual on oath says that he/she is the agent authorized by the vendor to submit the attached bid or proposal. Affiant further states that neither the vendor nor any of its employees or agents has prevented or attempted to prevent competition in such bidding by any means whatever; nor has the vendor or any of its employees or agents prevented or endeavored to prevent anyone from making a bid or proposal therefor by any means whatever; nor has the vendor or any of its employees or agents caused or induced another to withdraw a bid or proposal for the work. Affiant further states that neither the vendor nor any of its employees or agents has directly or indirectly violated Section 36-91-21(d) of the Official Code of Georgia Annotated.

FIRM NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me this ____ day of _____ 20__.

NOTARY PUBLIC _____

FORM C: VENDOR DECLARATION

**REQUEST FOR DESIGN BUILD PROPOSAL:
"Dellinger Park Pool Improvements"**

The vendor understands, agrees and warrants:

That the vendor has carefully read and fully understands the full scope of work.

That the vendor has the capability to successfully undertake and complete the responsibilities and obligations in said scope of work.

That the City reserves the right to reject any or all proposals and to accept that proposal which will, in its opinion, best serve the public interest. The City reserves the right to waive any technicalities and informalities in the bidding.

That by submission of this proposal the vendor acknowledges that The City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the vendor.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this proposal.

VENDOR:

Name Title

Name Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this ____ day of _____ 20__.

NOTARY PUBLIC: _____



Project Approach

- **Planning-** Team DG believes thorough planning is the key to a successful project. Upon being awarded the project, we will launch into the planning of the project which will include the finalization of the detailed design drawings, scheduling, and orienting the on-site team to the project site and safety program.
- **Permitting-** TEAM DG will prepare a submittal package for permitting then we will apply and obtain all permits required the construction of the building and pool. All work will be accomplished within the limits of the permit to ensure a smooth final inspection to close the permit.
- **Mobilize-** We will then mobilize and install all temporary construction and erosion control fencing, signage, set up material staging and equipment areas to be used for the project scope.
- **Demolition-** Once mobilized; the Team will start the demolition and removal of the existing pool deck, cut and remove the concrete around the existing gutter system to preserve as much of the gutter as possible for re-use. This process will include the removal of the existing pool and depth marking tiles. Before the demolition is considered complete, the existing bath house building including the concrete floors, fixtures, framing, roofing, block walls, plumbing and electrical will be removed to accommodate the new design. All debris will be properly disposed..
- **Pool Structure-** Construction will begin by forming and pouring the pool walls. This includes the installation of reinforcement steel, backfill of the new interior walls and pouring the concrete. Then we will prep the new Play Pool floor. Any of the existing concrete floor that is not needed will be removed. The new floor will be formed to create the zero entry ramp and extend the depths to two feet deep at the new pool wall and future plunge area of pool at the location of the future slide.
- **Water Features and Underground Plumbing-** As the structure is coming along, the plumbing for the pool and water features will be accomplished. This will include the installation of the PVC pipe and fittings. The piping will be put under pressure and protected during the backfill operation through the construction and inspection process.
- **Finish Pool Structure-** The New Play Pool Floor will be poured creating the zero entry element and pool depths as designed.
- **Building Structure-** As the pool structure is being worked on, the building's rough electrical, plumbing and other penetrations, footers and slab will be laid out, formed, inspected as needed then poured. We will then progress to build the walls, roofing, and install the exterior doors and windows. All new construction will be tied into the existing structure..
- **Future Pool Slide-** In anticipation of the future pool slide, we will install the suction piping system to support the slide. To accomplish this we will penetrate the pool shell wall and install two 8" PVC pipes for the slide suction lines. Slide Footings will also be laid out, excavated, formed, steel reinforced and poured to meet the demands of the anticipated slide manufacture.



- **Electrical for Aquatics-** To ensure the patron's safety, an electrical bonding grid will be developed to meet code requirements. The grid will connect (bond) all hand rail anchors, dive stand, platform, ladder and stanchion anchors. We will also bond the new lights. New conduits and junction boxes for the Lap Pool lights, water feature and future slide pump will be put in place.
- **Pool Mechanical Equipment-** As the building structure progresses, we will examine and evaluate in great detail the existing filters and pumps. A plan to refurbish the existing equipment as is required to ensure good performance will be built and executed. We plan to replace existing piping and connections as needed for the new equipment area. New chemical feeders, feed pumps and a controller will be installed and the new feature pump will be connected to its piping. We will then remove the existing steel balancing tank and replace it with a new poured concrete tank with new valves and piping will be installed for the tank. Finally all wiring will be connected.
- **Building Amenities and Finishes-** The work on the building will continue to progress simultaneously with the aquatic components. Plumbing and electrical fixtures will be installed along with counters, trim, and other finishes will be installed and readied for inspections.
- **Pool Finishes and Features-** The finishes will feature new racing lanes and targets. The tile will be installed and all other surfaces will be cleaned and prepped for plaster. We plan to install a bond coat as required. Once the pool deck is complete, the pool will be plastered and filled.
- **Pool Decking-** As the pool is prepared for plastering, the tile and coping is installed, the pool deck will be laid out, fine graded, formed and poured with expansion joints according to the plans. When the pool is filled, we will install the water features and connect all of their piping and clean the features.
- **Commissioning, Training and Turnover-** And finally the chemicals added to the pool and all systems will be started. The building will be cleaned and readied for final inspection. The site will be cleaned, seed and straw applied to all distributed areas and inspections completed. A day of training and final walk through will be conducted before turning the project over to the City..



MEMO of UNDERSTANDING

December 7, 2012

Ref: Dellinger Park Pool Improvements

The Dockery Group is pleased to provide this proposal for the scope of work necessary to modify the existing structure and upgrade the existing swimming pool of approximately 8,634 square feet. Form and pour new walls as needed to create a 25 yard - 6 lane - Lap and Play Pool with interactive water features and a broom finish zero entry element. Demolition and remodeling of the existing bath house for the above referenced project.

Inclusions

The Dockery Group proposes to provide all labor, construction material, Sch 40 PVC piping, equipment, and appurtenances necessary to complete the construct of the above referenced building, swimming pools, and water features as listed:

1. Provide architectural drawing
2. Secure necessary permits
3. Install temporary safety fencing, installation of construction pad entrance, and silt fence.
4. Perform demolition of existing bath house building including concrete floors, fixtures, framing, roofing, block walls, plumbing, and electrical.
5. Run all underground utilities and plumbing. Pour new building footings and slab
6. Construct shell of building from CMU block and wood framing - this will tie into existing building
7. Provide and install all floor mounted and wall mounted porcelain toilets and sinks.
8. Provide and install lighting fixtures, switches, and receptacles per plan
9. Install all plumbing trim, chrome faucets, chrome shower heads and valves, paper holders and required ADA grab bars
10. Provide and install all exterior doors, windows, gates, roll up doors for concession, and countertops for concession.
11. Provide epoxy paint for all walls, ceilings and trim.
12. Provide and install air conditioning window units in concession and control and ADA water cooler
13. Provide final cleaning of bath building, seed and straw any disturbed soils
14. Perform demolition of existing pool deck, all anchors, and pool structure as needed.
15. Form and install new pool walls as needed to increase the pool shell from the existing 6,695 square feet to 8,414 square feet. **THIS REPRESENTS AN INCREASE IN POOL SIZE OF 1,719 SQUARE FEET FOR NO ADDITIONAL COST.**
16. Remove existing tiles, gutter, plaster, racing lane markers and targets as needed.
17. Install embedded equipment such as inlets, outlets, rail anchors etc. as needed.
18. Provide and install handrails and ladders.
19. Modify the Stainless Steel gutter system as needed for new pool structure.
20. Provide and install 140 PSI PVC pipe and fittings for all water features, slide main drain, balancing vault and new mechanical equipment. All plumbing pressure tested to 35 PSI, minimum.

The Dockery Group, LLC – dockerygroup.com

501 Highway 74N, Peachtree City, GA 30269 - Telephone: 770 632 7716 FAX: 770 782 5020

Dellinger Park Pool Improvements, December 7, 2012

Page 2 of 3

21. Install new flanges and stainless steel bolts at all new connections for gutter, balancing vault, main drains and underground valves.
22. Reinforcement as required by Structural Imperative, and ultimately governed by local Code provisions.
23. Provide and install new balancing vault and valves.
24. Provide and install new depth markers and on deck as required by local Health Department Code.
25. Install (6) racing lanes and end wall targets in the Lap Pool.
26. Install starting platform anchors, dive stand anchors and shade structure. Anchors provided by the City.
27. Provide and install (6) stanchion anchors, ladder anchors and hand rail anchors. Poles and flags provided by the City.
28. Provide and install approximately 16,000 square feet of standard broom finish new pool deck with expansion joints as needed.
29. Install suction inlets for future slide using VGBA complaint drain covers
30. Provide and install 24 interactive water features to include bubblers, weave jet, arch sprays, hydro tunnel and bell spray in Kiddie Pool
31. Install new deck drains and connect to existing drain connections.
32. Provide new underwater lights in Lap Pool.
33. Provide and install new pump system for Kiddie Pool features.
34. Install new water treatment system to include DCM 200 ProMinent chemical controller, acid pumps, Pulsar, chemical valve, and all valves and piping associated with installation of new system. Refurbish existing filter and 480v 3ph filter pump as needed to ensure no potential warranty issues. **DOCKERY GROUP WILL WARRANTY THE ENTIRE EQUIPMENT ROOM (NEW AND EXISTING EQUIPMENT) FOR A PERIOD OF TWO YEAR AGAINST ALL DEFECTS.**
35. Provide all electrical requirements needed for new pumps, grounding, bonding and lighting for Lap Pool.
36. Provide and install hand-trowelled plaster pool finish.
37. The City will provide complete set of life saving equipment, loose deck furnishings, stanchions, portable life guard chairs, pool vacuums, backstroke flags, safety float lines, lane ropes, and maintenance equipment.
38. Provide and install pool rules / safety signage, as required for Code compliance. Additional and/or custom signage is not included.
39. ADA Lift
40. Functional testing and startup services are provided. Pool start-up and chemically balancing the water is included (water supplied by owner).
41. Pool equipment operating instructions will be posted in the equipment room.
42. General liability and workers' compensation insurance is included at Dockery's standard coverage limits.

Excluded:

1. Dive Stand and board.
2. Equipment room enclosures, including any mechanical / ventilation requirements are not included.
3. Start - up balance chemicals.
4. All permit fees.

Dellinger Park Pool Improvements, December 7, 2012

Page 3 of 3

Value Engineering Options:

- City provides or uses existing pool ladders < \$ 1,560.00 > ✓
- Accept the proposed reduced decking as illustrated in the attached proposed drawing <\$ 11,919.00 >
- City provides or use existing ADA lift < \$ 4,315.00 > ✓
- Change plumbing fixture from stainless steel to a less expensive chrome finish. Change all wall hung toilets to floor mounted porcelain. Change phenolic toilet partition walls to 4" painted CMU block. < \$ 22,900.00 > - ✓
- Use window units for cooling the control room and concession instead of mini-split systems. < \$3,000.00 > ✓

If the City of Cartersville chooses to take the above deductive alternates, a total of \$ 43,694.00 can be deducted from the base bid. This means the project can be accomplished for **\$ 794,323.00**

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

370453
EEV/Basic Pilot Program* User Identification Number

BY: [Signature]
Authorized Officer or Agent
(Contractor Name)

10/08/2012
Date

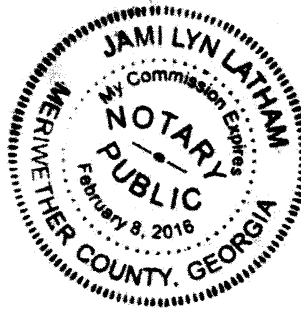
OWNER
Title of Authorized Officer or Agent of Contractor

NATHAN DOCKERY
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE 9th DAY OF October, 2012

Jamie Lynn Latham
Notary Public
My Commission Expires: 02/08/2016



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

The link to register for E-verify is: http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

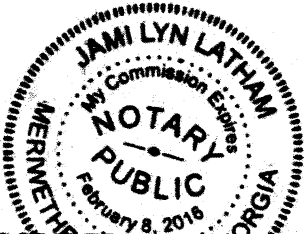
By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Nathan Dockery
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Dockery Group, LLC (Corporation)
[Name of business, corporation, partnership]

- 1) X I am a United States citizen
- 2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.



SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
9th DAY OF October, 2012

Jami Lyn Latham
Notary Public
My Commission Expires: 02/08/2016

[Signature]
Signature of Applicant: 10/09/2012
Date
NATHAN DOCKERY
Printed Name: _____

* _____
Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond**CONTRACTOR:***(Name, legal status and address)*

Dockery Group, LLC
 501 Highway 74N
 Peachtree City, GA 30269

SURETY:*(Name, legal status and principal place of business)*

FCCI Insurance Company
 6300 University Parkway
 Sarasota, FL 34240

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:*(Name, legal status and address)*

City of Cartersville
 c/o Parks and Recreation Department, 100 Pine Grove Road
 Cartersville, GA 30120

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:*(Name, location or address, and Project number, if any)*

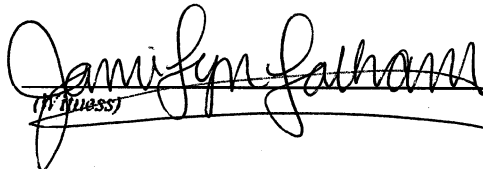
Dellinger Park Pool Improvements - Design/Build

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of December, 2012

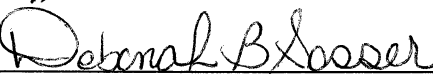

 (Witness)


 (Witness)

Dockery Group, LLC

*(Principal)**(Seal)*By: *(Title)*

FCCI Insurance Company

*(Surety)**(Seal)*By: *(Title)* Deborah B. Sasser Attorney-in-Fact

Item # 10



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2012

PRODUCER D. Ward Ins. Services 1720 Mars Hill Road Suite 8-185 Acworth GA 30101 Phone# 770-974-0670 Fax# 770-974-8577 dwardins@bellsouth.net www.dwardinsurance.com		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.													
INSURED Dockery Group, LLC DBA GT Contracting 501 Highway 74 N Peachtree City, GA 30269		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Auto Owners Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Utica Insurance Group</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>		INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Auto Owners Insurance Company		INSURER B: Utica Insurance Group		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #														
INSURER A: Auto Owners Insurance Company															
INSURER B: Utica Insurance Group															
INSURER C:															
INSURER D:															
INSURER E:															

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS												
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC	48017532	04/27/2012	04/27/2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000.00</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 50,000.00</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 5,000.00</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000.00</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000.00</td></tr> <tr><td>PRODUCTS - COMPIOP AGG</td><td>\$ 2,000,000.00</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000.00	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000.00	MED EXP (Any one person)	\$ 5,000.00	PERSONAL & ADV INJURY	\$ 1,000,000.00	GENERAL AGGREGATE	\$ 2,000,000.00	PRODUCTS - COMPIOP AGG	\$ 2,000,000.00
EACH OCCURRENCE	\$ 1,000,000.00																	
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000.00																	
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GENERAL AGGREGATE	\$ 2,000,000.00																	
PRODUCTS - COMPIOP AGG	\$ 2,000,000.00																	
B		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	4520313	02/24/2012	02/24/2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000.00</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000.00	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000.00																	
BODILY INJURY (Per person)	\$																	
BODILY INJURY (Per accident)	\$																	
PROPERTY DAMAGE (Per accident)	\$																	
		GARAGE LIABILITY ☐ ANY AUTO	Not Applicable			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr> <tr><td>OTHER THAN AUTO ONLY: EA ACC</td><td>\$</td></tr> <tr><td>AUTO ONLY: AGG</td><td>\$</td></tr> </table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY: EA ACC	\$	AUTO ONLY: AGG	\$						
AUTO ONLY - EA ACCIDENT	\$																	
OTHER THAN AUTO ONLY: EA ACC	\$																	
AUTO ONLY: AGG	\$																	
		EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$	NOT WITH THIS CARRIER			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$</td></tr> <tr><td>AGGREGATE</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$		\$		\$		
EACH OCCURRENCE	\$																	
AGGREGATE	\$																	
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	\$																	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	48496456	01/06/2012	01/06/2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>☒ WC STATUTORY LIMITS</td> <td>☐ OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td colspan="2">\$ 100,000.00</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td colspan="2">\$ 100,000.00</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td colspan="2">\$ 500,000.00</td></tr> </table>	☒ WC STATUTORY LIMITS	☐ OTHER		E.L. EACH ACCIDENT	\$ 100,000.00		E.L. DISEASE - EA EMPLOYEE	\$ 100,000.00		E.L. DISEASE - POLICY LIMIT	\$ 500,000.00	
☒ WC STATUTORY LIMITS	☐ OTHER																	
E.L. EACH ACCIDENT	\$ 100,000.00																	
E.L. DISEASE - EA EMPLOYEE	\$ 100,000.00																	
E.L. DISEASE - POLICY LIMIT	\$ 500,000.00																	
		OTHER	NOT WITH THIS CARRIER															

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Cartersville Dellinger Park Office 100 Pine Grove Rd Cartersville, GA 30120	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <AP> <i>Deborah A. Ward</i>
--	---



CERTIFICATE OF LIABILITY INSURANCE

AQUAD-9

OP ID: CB

DATE (MM/DD/YYYY)

10/02/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance By Ken Brown, Inc. PO Box 948117 Maitland, FL 32794-8117 K Derek Brown		Phone: 321-397-3870 Fax: 321-397-3888	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Aqua Design Systems Inc & Chancey's Pool and Spa, Inc 207-A Jeff Davis Place Fayetteville, GA 30214		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Amerisure Mutual Ins. Co		23396
		INSURER B : Amerisure Ins Company		19488
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		CPP207852301	09/01/12	09/01/13	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/OP AGG	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC							
B	AUTOMOBILE LIABILITY		CA207852501	09/01/12	09/01/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐ ANY AUTO					BODILY INJURY (Per person)	\$
	☒ ALL OWNED AUTOS	☒ SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
A	☒ UMBRELLA LIAB	☒ OCCUR	CU207853201	09/01/12	09/01/13	EACH OCCURRENCE	\$ 2,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE	\$ 2,000,000
	☐ DED ☒ RETENTION \$ 0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC208187400	03/17/12	03/17/13	☒ WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

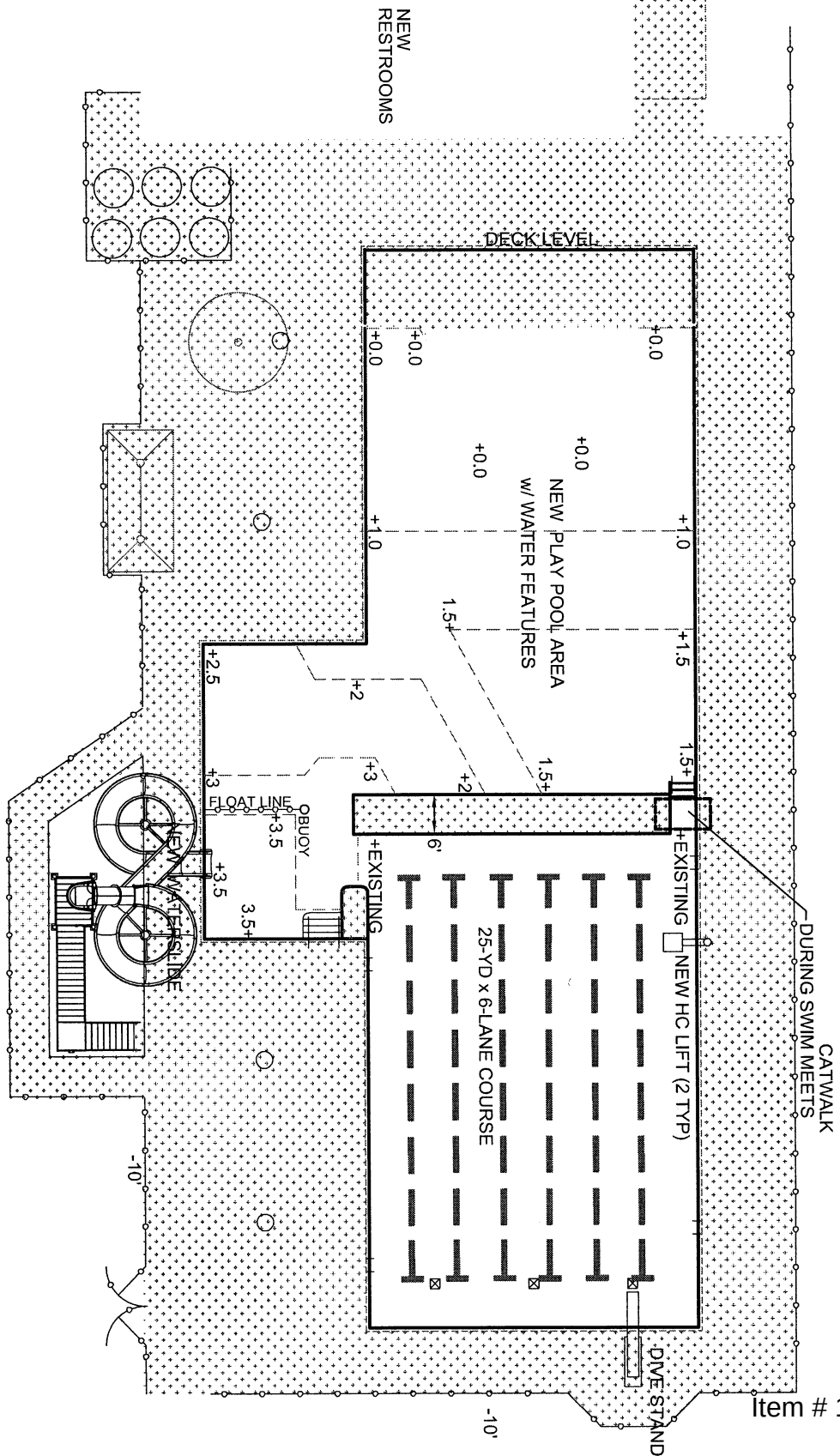
CARTERS City of Cartersville Dellinger Park Office 100 Pine Grove Rd Cartersville, GA 30120	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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City of Cartersville Parks and Recreation Department
"Dellinger Park Pool Improvements"

DWG Pg. 2 of 4 (rev3)

PROPOSED POOL AREA PLAN
Scale: 1/16"=1'0"



DELLINGER PARK POOL RENOVATION

MODEL 1818 OPEN FLUME FIBERGLASS WATER SLIDE TO BE MODIFIED AS A 32" ENCLOSED FIBERGLASS WATER SLIDE

RENDERING OF ENCLOSED VERSION OF MODEL 1818



32" ENCLOSED FIBERGLASS / FIGURE 8 DESIGN
99'-8" CENTERLINE LENGTH / 14'-6" TOWER HEIGHT (approximate)

Features

- 32" inside diameter enclosed fiberglass flume
- Flume: ultra violet stabilized gelcoat.
- Platform: Aqua-Plast coated textured aluminum surface.
- Stairs: 7" rise, 11" tread, 36" wide; Aqua-Plast Coated textured aluminum surface, closed risers.
- Stainless steel base plates, hardware and anchor bolts